



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, November 1st, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 1st day of November 2022, at 7:30 pm.

1.0 CALL TO ORDER

Disclosure of recording equipment.

2.0 ADOPTION OF AGENDA

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of November 1st, 2022, as circulated.

~

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

4.0 MINUTES

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the October 18th, 2022, Council Meeting Minutes as written.

~

5.0 ACCOUNTS

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the November 1st accounts in the amount of \$374,753.90.

~

6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 ZONING BY-LAW AMENDMENT PUBLIC MEETING

Z04-2022 General Update to Morris-Turnberry Official Plan & Zoning By-Law

*Moved by ~
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby
Adjourns their regular meeting of Council and opens a Public
Meeting to consider Zoning By-Law Amendment MTu Z04-2022
and Official Plan Amendment No. 11.*

~

PUBLIC MEETING – ZONING BY-LAW AMENDMENT

6.1.1 Call to Order

6.1.2 Declaration of Pecuniary Interest

6.1.3 Requirement

This Public Meeting is being held under sections 17 and 34 the Planning Act, which requires that Council hold at least one public meeting and that proper notice be given.

6.1.4 General Update

We have provided Council with a report prepared by Huron County Planner, Meghan Tydd-Hrynyk, and Manager of Planning Denise Van Amersfoort regarding the general update to the Morris-Turnberry Official Plan & Zoning By-Law.

6.1.5 Purpose

The purpose of the General Update Amendment is to update several policies and provisions in the Official Plan and Zoning Bylaw. The Morris-Turnberry Official Plan was last reviewed in 2017 and since that time, the County of Huron Official Plan and Provincial Policy Statement have been updated (in 2021 and 2020, respectively). The purpose of the General Update Amendment is primarily to include direction in the Official Plan and Zoning By-law to introduce provisions for additional residential units in agricultural settings and to clarify development standards within village settings.

6.1.6 Comments – Official Plan and Zoning By-Law Amendment

1. Planner's Report
2. Council's Questions and/or Comments
3. Applicant and/or Agent
4. Others

6.1.7 Recommendation of the Huron County Planner

It is recommended that Official Plan Amendment No. 11 be adopted and forwarded to the County of Huron for approval and the associated Zoning By-law Amendment Z04-2022 be approved.

6.1.8 Close public meeting

*Moved by ~
Seconded by ~*

*THAT the Council of the Municipality of Morris-Turnberry hereby
closes the Public Meeting to consider Zoning By-Law
Amendment MTu Z04-2022 and Official Plan Amendment No. 11
and reconvenes its regular meeting of Council.*

~

6.1.9 Consideration of Official Plan Amendment MTu OPA-11.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 49-2022, being a by-law to amend the Official Plan of the Municipality of Morris-Turnberry, as amended, and that it now be read severally a first, second, and third time, and finally passed this 1st day of May 2022.

6.1.10 Effect of public and agency comments on the decision of Council

6.1.11 Consideration of Zoning By-Law Amendment MTu Z04-2022

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 48-2022, being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 1st day of November 2022.

~

6.1.12 Effect of Public and Agency Comments

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Municipal Election Results

A report has been prepared by Deputy Clerk Kim Johnston in this regard for the information of Council.

7.1.2 Planning Activities Report – Third Quarter

A report has been prepared by Deputy Clerk Kim Johnston in this regard for the information of Council.

7.2 TREASURER

7.2.1 Overall Financial Report - Third Quarter

A report has been prepared by Treasurer Sean Brophy to provide council with an update regarding the municipality's year to date expenditures compared to budgeted amounts, and a final accounting of the Belgrave development project.

8.0 BUSINESS

None.

9.0 COUNCIL REPORTS

Sharen Zinn

Jamie McCallum

Kevin Freiburger

Jamie Heffer

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Media Release – Huron County – Emergency Shelter
- 10.2 Correspondence – Minister of Municipal Affairs and Housing – More Homes Built Faster Plan
- 10.3 Correspondence – Huron County Plowmen’s Association
- 10.4 Correspondence – Enbridge Gas – Natural Gas Rate Increase
- 10.5 Board Meeting Highlights – AMDSB – October 25, 2022
- 10.6 Minutes – SVCA – September 15, 2022
- 10.7 Resolution Support – Huron East – Electoral District Redistribution
- 10.8 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

12.1 COUNCIL REMUNERATION 2023

At the October 18th meeting of Council, staff were given direction to return a by-law to establish remuneration rates for Council and Boards for 2023. By-Law 46-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 46-2022, being a by-law to establish the remuneration rates for the year 2023 for members of Council and Local Boards for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 1st day of November 2022.

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12.2 EMPLOYEE PAY GRID 2023

At the October 18th meeting of Council, staff were given direction to return a by-law to establish the employee pay grid for 2023. By-Law 47-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 47-2022, being a by-law to establish the pay range grid for the year 2023 for employees of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 1st day of November 2022.

~

12.3 SUBDIVISION AGREEMENT

At the October 18th meeting of Council, staff were given direction to return a by-law to authorize a subdivision agreement between the Municipality and Rural Management Inc. By-Law 50-2022 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 50-2022, being a by-law to authorize the execution of a subdivision agreement between the Municipality and Rural Management Inc., and that it now be read severally a first, second, and third time, and finally passed this 1st day of November 2022.

~

13.0 **CLOSED SESSION**

13.1 Enter closed session

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at ____ p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

1. *Section 239 (2) (K) regarding negotiations to be carried on by the Municipality.*

~

13.2 Return to open session

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at ____ p.m.

~

13.3 Report and Action from Closed Session.

14.0 **CONFIRMING BY-LAW**

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 51-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on November 1st, 2022, and that it now be read severally a first, second, and third time, and finally passed this 1st day of November 2022.

~

15.0 **ADJOURNMENT**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at ____ pm.

~

NEXT MEETINGS:

Inaugural Meeting of Council – Tuesday, November 15th, 2022, **10:00 am**
Regular Meeting of Council – Tuesday, December 6th, 2022, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, October 18th, 2022, 7:30 pm

The Council of the Municipality of Morris-Turnberry met in Council Chambers in regular session on the 18th day of October 2022, at 7:30 pm.

Council in Attendance

Mayor Jamie Heffer
Deputy Mayor Sharen Zinn
Kevin Freiburger
Jamie McCallum

Staff in Attendance

Trevor Hallam CAO/Clerk
Meghan Tydd-Hrynyk Huron County Planner Participated Electronically

Others in Attendance

Les Tervit
Denny Scott The Blyth Citizen

1.0 CALL TO ORDER

Mayor Heffer called the meeting to order at 7:30 pm.

2.0 ADOPTION OF AGENDA

Motion 232-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

*THAT the Council of the Municipality of Morris-Turnberry hereby
adopts the agenda for the meeting of October 18th, 2022, as
circulated.*

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 233-2022

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

*THAT the Council of the Municipality of Morris-Turnberry hereby
adopts the October 4th, 2022, Council Meeting Minutes as
written.*

Carried.

5.0 **ACCOUNTS**

Councillor Freiburger requested clarification regarding the expense for grader operator training.

Motion 234-2022

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the October 18th accounts in the amount of \$229,102.95.

Carried.

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 COMMITTEE OF ADJUSTMENT

Application MV05/22 (Joe Kerr Ltd. c/o Chris Hogervorst)
Concession 1, Part Lot 7, Morris (40389 Amberley Road)

Motion 235-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV05-2022, submitted by Chris Hogervorst for Joe Kerr Ltd.

Carried.

COMMITTEE OF ADJUSTMENT MEETING

6.2.1 Call to Order

Mayor Heffer called the meeting to order at 7:33 p.m.

6.2.2 Declaration of Pecuniary Interest

None.

6.2.3 Purpose

The purpose of this application is to recognize the increased height of an accessory building to accommodate indoor storage.

6.2.4 Application Process

An application for a Minor Variance was submitted by Chris Hogervorst and considered complete on September 28th, 2022.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on September 28th, 2022, and notice was posted on the subject property.

A report was prepared by Huron County Planner Meghan Tydd-Hrynyk regarding this application.

6.2.5 Comments

1. Planner’s Report

Ms. Tydd-Hrynyk presented her report.

2. Council's Questions and/or Comments

Mayor Heffer noted that requests for increased heights for accessory buildings are quite common, and that they should be addressed in an upcoming housekeeping amendment to the zoning by-law.

Deputy Mayor Zinn asked if there would be any negative impact on the airport due to the increased height and the approach path of aircraft. Ms. Tydd-Hrynyk confirmed there would be no impact on the airport.

3. Applicant and/or Agent

None.

4. Others

None.

6.2.6 Recommendation

It was recommended that application MV05-2021 be approved with the following conditions:

1. The structure be located within the footprint shown on the sketch that accompanied the application;
2. The variance approval is valid for a period of 18 months from the date of Council's decision.

6.2.7 Committee of Adjustment Decision

Motion 236-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV05-2022, submitted by Chris Hogervorst for Joe Kerr Ltd., subject to the following conditions:

1. *The structure be located within the footprint contained on the sketch that accompanied the application;*
2. *The variance approval is valid for a period of 18 months from the date of Council's decision.*

Carried.

6.2.8 Close Committee of Adjustment

Motion 237-2022

*Moved by Kevin Freiburger
Seconded by Sharen Zinn*

THAT The Committee of Adjustment hereby adjourns their meeting and the Council of the Municipality of Morris-Turnberry hereby reconvenes their Regular Council Meeting.

Carried.

7.0 STAFF REPORTS

7.1 None.

8.0 **BUSINESS**

8.1 ASSET MANAGEMENT PLAN PROJECT AGREEMENT

A report was presented by CAO/Clerk Trevor Hallam in this regard.

Discussion followed regarding the type of data that needs to be collected, the capacity of the municipality to do what's required and the consequences for not meeting the Provincial deadlines. Deputy Mayor Zinn noted that she was not in favour of creating a new position.

Motion 238-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT leave be given to introduce By-Law # 43-2022, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and PSD Citywide Inc. for the preparation of an Asset Management Plan, and that it now be read severally a first, second, and third time, and finally passed this 18th day of October 2022.

Carried.

Direction was given to staff to propose options for funding the expense associated with this agreement during budget deliberations.

8.2 DRAFT SUBDIVISION AGREEMENT – RURAL MANAGEMENT INC.

A report was presented by CAO/Clerk Trevor Hallam in this regard. Mr. Hallam noted that since the publication of the agenda a pre-servicing clause has been added to the agreement to allow the developer to begin work on grading and site preparation in advance of final approval being received from the County.

Motion 239-2022

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT The Council of the Municipality of Morris-Turnberry hereby directs staff to return the draft Subdivision Agreement between the Municipality and Rural Management Inc. to the next meeting of Council for execution under by-law.

Carried.

9.0 **COUNCIL REPORTS**

Sharen Zinn

None.

Jamie McCallum

None.

Kevin Freiburger

None.

Jamie Heffer

October 14th attended the Commencement Ceremony at F.E. Madill Secondary School and presented the Louise Patton and Turnberry awards.

10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 OPP Annual Billing 2023
- 10.2 Resolution – Cannabis Regulation – Huron County
- 10.3 Resolution – Streamlining Legislation for Physicians – Huron Shores
- 10.4 Outstanding Action Items

11.0 NEW BUSINESS

None.

12.0 BY-LAWS AND AGREEMENTS

None.

13.0 CLOSED SESSION

- 13.1 Enter closed session

Motion 240-2022

*Moved by Sharen Zinn
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:05 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- 1. *Section 239 (2) (b) regarding personal matters about an identifiable individual, including municipal or local board employees;*

Carried.

- 13.2 Return to open session

Motion 241-2022

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 8:19 p.m.

Carried.

- 13.3 Report and Action from Closed Session.

Council discussed employee pay reports and compensation levels.

14.0 CONFIRMING BY-LAW

Motion 242-2022

*Moved by Jamie McCallum
Seconded by Sharen Zinn*

THAT leave be given to introduce By-Law # 44-2022, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on October 18th, 2022, and that it now be read severally a first, second, and third time, and finally passed this 18th day of October 2022.

Carried.

15.0 ADJOURNMENT

Motion 243-2022

Moved by Sharen Zinn

Seconded by Jamie McCallum

*THAT the Council of the Municipality of Morris-Turnberry does
now adjourn at 8:20 pm.*

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, November 1st, 2022, 7:30 pm

Inaugural Meeting of Council – Tuesday, November 15th, 2022, 10:00 am

Mayor, Jamie Heffer

Clerk, Trevor Hallam

**Municipality of Morris-Turnberry
Account List for**

November 1 2022

General

Hydro One	Morris Office	382.83
Bell Canada	Morris Office	454.99
Bell Canada	Emergency Lines	100.61
Bell Mobility	Cell Phone	26.42
Telizon	Long Distance Phone	2.92
Huron Clean	Office Cleaning	373.18
Orkin Canada	Pest Control	106.73
Township of North Huron	2022 Hydrant Charge	2,600.00
Municipality of Huron East	September Fire Calls	1,425.12
Bluevale Community Committee	October Hall Rentals	317.00
County of Huron	2022 Q3 Planning Fees	1,779.00
Barb Snowden	Inaugural Council Meeting	474.60
Royal Canadian Legion, Br 180	Donation in Memory	125.00
Ontario Infrastructure	Belgrave Water Loan	29,721.46
Minister of Finance	EHT - October 2022	696.87
WSIB	WSIB - October 2022	936.13

Payroll

October 26 2022	Payroll	18,735.11
	Expenses	<u>1,069.51</u>

59,327.48

Building Department

Bell Mobility	Cell Phone	59.76
Minister of Finance	EHT - October 2022	148.51
WSIB	WSIB - October 2022	217.81

Payroll

October 26 2022	Payroll	3,994.84
	Expenses	<u>-</u>

Building Total 4,420.92

Property Standards

Property Standards Total -

Drainage

John McKercher Construction Ltd.	Lamont & Blyth Creek Municipal Drains	1,330.58
Chuck Hull	Thompson Lamont Deyell & Lamont Mun Dr	<u>416.94</u>

Drainage Total 1,747.52

Parks & Cemeteries

Parks & Cemeteries Total -

Belgrave Water

Bell Canada	Belgrave Water	137.26
Allstream	Belgrave Water	<u>68.15</u>

Water Total 205.41

Landfill

Hydro One	Morris Landfill	55.76
Bell Mobility	Cell Phone	8.91
Joe Kerr Limited	Packer Repair	2,679.51
McGavin Farm Equipment	Tractor Repair	164.59
John McKercher Construction Ltd.	Morris Landfill	1,130.00
Barb Snowden	Landfill Training - Meal	345.78
Sittler Grinding Inc.	Grinding Brush Pile	<u>9,898.90</u>

Landfill Total 14,283.45

Roads

Bell Canada	Morris Shop	227.50
Bell Canada	Turnberry Shop	100.61
Bell Mobility	Cell Phones	59.05
Hydro One	Morris Shop	191.41
Enbridge	Turnberry Shop	26.01
Huronion Welding & Industrial Supplies	Shop Supplies	89.00
Ideal Supply	Shop Supplies	51.53
Cedar Signs Inc.	Road signs	2,204.58
KMM Farm Drainage	Ditching	1,393.29
Joe Kerr Ltd.	Annual Safeties for 16-05 & 19-06 Tandems	4,134.63
Neils Repair Service	Annual Safety for 19-07 F550	376.29
Brandt London	Part for 13-03 Grader	231.55
Minister of Finance	Licence Plate Renewals	4,492.00
Compass Minerals	Winter Road Salt	23,246.48
Laidlaw Carriers	Winter Road Salt Trucking	967.02
Donegan's Haulage	Winter Sand	12,866.88
VanDriel Excavating Inc.	McCall Line Culvert (M020)	37,899.56
Looby Construction Limited	Smuck Bridge Construction (M230)	180,276.82
Safety-Kleen Canada Inc.	Turnberry Shop Oil Separator Cleanout	2,279.63
Municipality of Morris-Turnberry	Turnberry Shop Water	98.96
Minister of Finance	EHT - October 2022	740.68
WSIB	WSIB - October 2022	1,086.33
Payroll		
October 26 2022	Payroll	21,689.31
	Expenses	40.00

Roads Total 294,769.12

Account Total **374,753.90**

Approved By Council:

November 1 2022

Mayor - Jamie Heffer

Treasurer- Sean Brophy



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Mayor and Members of Morris-Turnberry Council
From: Meghan Tydd-Hrynyk, Planner & Denise Van Amersfoort, Manager of Planning
Date: October 27, 2022
Re: **General Update to Morris-Turnberry Official Plan & Zoning Bylaw**

RECOMMENDATION

It is recommended that:

1. The Public Meeting for the General Update Amendments be held for the purpose of receiving public feedback;
2. Should no unresolved issues present, Official Plan Amendment No. 11 be **adopted and forwarded to the County of Huron for approval**; and
3. Associated Zoning By-law Amendment Z04-2022 be **approved**.

Should there be minor changes to Zoning By-law after the public meeting, a motion pursuant to Section 34(17) of the Planning Act RSO 1990 may be appropriate.

PURPOSE and DESCRIPTION

The purpose of the General Update Amendment is to update several policies and provisions in the Official Plan and Zoning Bylaw. The Morris-Turnberry Official Plan was last reviewed in 2017 and since that time, the County of Huron Official Plan and Provincial Policy Statement have been updated (in 2021 and 2020, respectively). The purpose of the General Update Amendment is primarily to include direction in the Official Plan and Zoning By-law to introduce provisions for additional residential units in agricultural settings and to clarify development standards within village settings.

COMMENTS

Maitland Valley Conservation Authority (MVCA)

MVCA is generally supportive of the Additional Residential Unit (ARU) policy but would recommend that wording be adopted within the Official Plan and Zoning Bylaw to restrict the creation/use of ARUs where insurmountable issues are present with respect to Natural Hazards, as per Section 3.1 of the Provincial Policy Statement, 2020. The issues could include impracticability of floodproofing, unsafe access, issues of erosion or unstable soils, etc.

Drinking Water Sourcewater Protection

Mapping amendments are required to bring the Official Plan and Zoning Bylaw into conformity with Sourcewater Protection Plan for the region. Additionally, in response to discussions with Risk Management Officials, Wellhead Protection Areas are established as Site Plan Control Areas through this amendment. Upon detailed review of the Belgrave mapping, an error was noted which Sourcewater Officials are now correcting and will provide to the Municipality in due course.

Open House

The open house, held on September 13th, was not well attended. It should however be noted that several of the amendments respond to public feedback received in recent years (eg. desire for increased height of accessory buildings in village settings). Staff have had discussions with members of the Old Order community throughout the past year regarding the amendment and primarily discussed opportunities created by the Additional Residential Unit policy in agricultural settings.

REVIEW

The proposed amendments to the Official Plan and Zoning Bylaw impact multiple sections of the text portion of the documents and select Key Maps in the Zoning Bylaw.

In the following section of this report, the changes to various sections are outlined in more detail, organized by the geographic location of the Municipality impacted by the proposed amendment.

Agricultural Area

1. Incorporate policies and provisions to permit Additional Residential Units (ARU) in the agricultural area as follows:

a. On commercial scale farms (AG1), a total of two ARUs are permitted with either both in the main dwelling or one within the dwelling and one within a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.

b. On small agricultural holdings (AG4), a single ARU is permitted in either the main dwelling or a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.

Review: This policy is being implemented across the County with supportive comments from Huron County Federation of Agriculture. The original ARU policy on AG4 zones was to have the detached ARU within 30 metres of the main dwelling; the feedback was such that 30m was too restrictive when considering the location of accessory buildings, septic fields, laneways, and existing landscaping. The policy was amended to 60m from the main dwelling. As a new policy, the effectiveness of the approach will be monitored.

2. Clarify that MDS does not apply to On-Farm Diversified Uses and Agricultural Commercial Industrial Uses.

Review: In 2017, the Minimum Distance Separation Guideline (Publication 853) was updated to state that the application of MDS to Agricultural Commercial-Industrial Uses (referred to as AG3 in Morris-Turnberry) and On-Farm Diversified Uses was optional and to the discretion of local municipalities. It is recommended that MDS not apply to either of these uses. For AG3 uses, the rationale is that these uses are located in the agricultural area by the nature of the business conducted and are not incompatible with barns. For On-Farm Diversified Uses, the application of MDS could sterilize significant areas of the agricultural concessions for new barns; as such, MDS is not recommended to apply but rather, On-Farm Diversified Uses are encouraged to cluster with the on-farm residence to benefit from the Type A MDS Distance applied to that structure. This recommendation is in line with the Official Plan direction to ensure maximum flexibility for farm operators, and to relate development in the Agricultural area to the needs of agriculture and respect the farmer's ability to farm.

3. Amend the application of Minimum Distance Separation (MDS) to cemeteries such that cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).

Review: By designating all cemeteries in the Municipality as 'Low Visitation', a Type A Land Use (single distance) will apply. This change is recommended in response to several minor variance applications across the County wherein the reduction of the double distance for new barns in proximity to cemeteries was deemed appropriate. In reviewing several of these applications, it was deemed that the odour impact to the cemetery was less so from the barn itself and experienced more so on days when the spreading of manure occurred.

4. Removal of livestock limitations in the Agricultural Small Holding (AG4) Zone and introduction of setbacks for buildings containing livestock on AG4 properties.

Review: Due to recent legal proceeding, the limitations on livestock in the AG4 zone is considered ultra vires (ie. unenforceable) as it conflicts with the Nutrient Management Act (2004). As a result, those provisions are being removed and new provisions are added which would allow a new barn to be constructed on an AG4 parcel. New barns are subject to Minimum Distance Separation and most AG4 properties will not be large enough to accommodate a commercial scale livestock barn; however, many will be able to accommodate a hobby scale barn.

5. Expand permissions for on-farm accommodation for farm labour.

Review: This amendment increases flexibility for farmers to accommodate farm labour in more permanent dwellings. This responds to the housing shortage and also the need for increased separation of living units for on-farm labour as demonstrated during the pandemic. This housing is required to locate in close proximity to the existing building cluster, cannot be severed from the farm and is limited to four (4) units.

6. Update On-Farm Diversified Use policies and provisions to reflect updated Provincial Policy and permit a wider range of on-farm businesses (on-farm markets, on-farm events facility, etc).

Review: These provisions are in response to the 2017 release of OMAFRA Publication 851: Permitted Uses in Prime Agricultural Areas which outlines requirements and permissions for what are known as On-Farm Diversified Uses (eg. agri-tourism, value added processing, home industries and home occupations). This amendment creates more flexibility with respect to on-farm businesses while requiring that large scale agri-tourism type uses be subject to Site Plan Control.

7. Permit a dwelling accessory to a community facility for communities relying on horse drawn transportation.

Review: This is as a result of discussions with the Old Order community regarding accommodation for the schoolteacher. This provides an opportunity for the schoolteacher to be accommodated in close proximity to the school.

8. Introduce new interior side and rear yard setbacks for accessory buildings not containing livestock on Agricultural Small Holding (AG4) properties. The new setbacks introduce a sliding scale relative to the size of the accessory building.

Review: This amendment is the result of discussions between the Planners and Chief Building Officials who noted that very large accessory buildings were being constructed 1.5 metres from property lines (causing issues with drainage run off, inability to construct/maintain the building on one's property, etc).

The proposed setbacks are as follows:

For buildings 10 square metres (100 square feet) or less: 1.5 metre
For buildings greater than 10 square metres (100 square feet) but less than 100 square metres (1075 square feet): 3 metres
For buildings 100 square metres (1075 square feet) or greater: 5 metres.

Urban Settlement Area

9. Clarify that lot creation and/or intensification (permitting more than one unit per lot) is permitted based on MOE D-Series Guidelines for Nitrates and the County's Nitrate Terms of Reference. In addition to meeting nitrate criteria, new privately serviced lots must be sized based on conventional septic systems but no longer require a contingency bed.

Increase minimum lot size in Low Density Residential (VR1) to 1 acre (4000 square metres) and Medium Density Residential (VR2) to 2 acres (8000 square metres). Where aquifer isolation is demonstrated through Hydrogeological Nitrate Study, the minimum lot size for a single detached dwelling is 0.5 acres (2000 square metres).

Review: Throughout the geography of Morris-Turnberry, there is a high degree of variability in hydrogeological conditions; while some areas of Belgrave achieve aquifer isolation, the other villages are located in Highly Vulnerable Aquifers or Significant Groundwater Recharge Areas. The proposed approach recognizes that the lots established in the original Village Plans (Plan 410 – Lowertown, Plan 166 – Bluevale, Plan 164 – Belmore, Plan 162 – Belgrave) were not sized with septic systems or groundwater protection in mind. The purpose of the proposed amendments is to ensure that in clustered settings (ie. villages), the cumulative impacts of privately serviced development does not result in negative impacts over the long term. For the purpose of this analysis, negative impacts means: *Potential risks to human health and safety, and degradation to the quality and quantity of water, sensitive surface water features and sensitive ground water features and their related hydrologic functions, due to single, multiple of successive development.*

Existing lots will be permitted to develop for single detached dwellings as per the established Existing, Undersized Lot policy in the Zoning By-law (Section 3.28). It is highly recommended that Council pursue deeming undersized lots where there is opportunity to do so.

Minimum lot sizes for lot creation/lot intensification will be based on the recommendation of the Hydrogeological Nitrate Study. Nitrate Studies will be required for all lot creation and lot intensification through planning approval processes.

Newly introduced (draft) legislation known as the *More Homes Built Faster Act* clarifies that new requirements for accelerated housing targets and minimum intensification permissions apply only in areas which are served by municipal water and sewer systems.

10. Introduce definitions for rowhouse (in place of multiple attached), additional residential unit, residential with supports (in lieu of hospice, group home, transitional housing, overnight respite care, etc).

Review: Updated definitions are required to reflect new housing-related language.

11. Permit 'dwelling with supports' in VR1 and VR2 zones where minimum lot sizes are met.

Dwelling with Supports

Means a residence for the short or long term accommodation of persons who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. This shall include, for example, a group home, transitional housing, hospice, respite care, crisis care facility but shall not include a hotel or motel.

Review: This use replaces a 'group home' and adopts a wider interpretation, which includes other dwelling types where enhanced supports are provided. This more inclusive definition moves away from having to define and permit each use separately within the By-law.

12. Incorporate provisions for Additional Residential Units (ARU) in VR2 zone.

Review: Where the minimum lot size is met or where it is demonstrated to be appropriate through a Nitrate Study, Additional Residential Units will be permitted in the VR2 zone. Additional Residential Units may be attached to the main dwelling or in a detached unit. Within village settings, mobile homes are not permitted to be used as an ARU.

13. Increase maximum height for accessory building in residential zones to 6 metres and increase size of accessory building relative to overall size of lot.

Review: In recent years, municipal staff have received feedback on the permitted height and size of accessory buildings. This suggests that a review of the provisions is warranted and increases are proposed: from 4.5m to 6m in height and from 90 square metres ground floor area to 115 square metres where the lot is 1 acre or larger in size. Planning staff will continue to monitor the effectiveness of this shift and advise if further amendment is necessary.

14. Amend definition of home occupation to include day nursery.

Review: Amendment clarifies that this use has been interpreted to be a home occupation for some years.

15. Increase maximum height for accessory building in Highway Commercial zone from 6 metres to 8 metres.

Review: This amendment is proposed in response to feedback on a recent minor variance application.

Site Specific Amendments

The only site specific amendment required was to recognize two, existing rowhouses in Belgrave which are now permitted under the legal non-conforming section of the Bylaw. All other existing or recently approved rowhouses are recognized in Special Zones.

The Official Plan Schedule B and several zoning maps are revised to identify the Wellhead Protection Areas within Blyth, Belgrave, and Wingham/Lowertown.

CONCLUSION

It is recommended that Official Plan Amendment No. 11 **be adopted and forwarded to the County of Huron for approval** and associated Zoning By-law Amendment Z04-2022 be **approved**. Both amendments are consistent with the Provincial Policy Statement, 2020 and conform to the Huron County Official Plan.

Please note this report is prepared without the benefit of input from the public as may be obtained through the public meeting. Council should carefully consider any comments and/or concerns expressed at the public meeting prior to making their decision on this application.

Sincerely,

‘Original signed by’

Meghan Tydd-Hrynyk
Planner

‘Original signed by’

Denise Van Amersfoort, RPP MCIP
Manager of Planning



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 49-2021

Being a by-law to adopt a 'General Update' amendment to the Official Plan of the Municipality of Morris-Turnberry.

WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry considers it advisable to amend the Official Plan of the Corporation of the Municipality of Morris-Turnberry, as amended;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. This by-law shall apply to all lands within the Municipality of Morris-Turnberry.
2. This by-law affects the Morris-Turnberry Official Plan, as attached as Schedule B.
3. That the Clerk is hereby authorized and directed to provide Notice of Adoption of the Amendment in accordance with Section 17(23) of the Planning Act, RSO 1990, as amended.
4. The plan authorized by this by-law shall come into effect pursuant to Section 17(27) of the Planning Act, RSO 1990, as amended.
5. This By-law shall come into force and take effect on the day of final passing thereof.
- 6.

Read a FIRST and SECOND time this 1st day of November 2022

Read a THIRD time and FINALLY PASSED this 1st day of November 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam

AMENDMENT NO. 11
(GENERAL UPDATE)
TO THE
MUNICIPALITY OF MORRIS-TURNBERRY
OFFICIAL PLAN

CONSTITUTIONAL STATEMENT

PART ‘A’

Part ‘A’ is the preamble to Amendment No. 11 to the Official Plan for the Municipality of Morris-Turnberry, and does not constitute part of this amendment. It provides general introductory information on the purpose, location and basis of the amendment.

PART ‘B’

Part ‘B’ consisting of the following text constitutes Amendment No. 11 to the Official Plan for the Municipality of Morris-Turnberry. Part ‘B’ contains the housekeeping text amendment.

PART ‘C’

Part ‘C’ is the appendix and does not constitute part of this amendment. The appendices contain the background data, planning considerations and public participation associated with this amendment. Although the attached appendices do not constitute part of the formal amendment, they do provide explanatory material. In cases where a more detailed interpretation of the amendment is required, such an interpretation will be obtained from the appendices.

**PART ‘A’
PREAMBLE**

**AMENDMENT NO. 11 TO THE OFFICIAL PLAN
FOR THE MUNICIPALITY OF MORRIS-TURNBERRY**

1. PURPOSE

The purpose and effect of the General Update is primarily to include updated direction and clarification for Additional Residential Units, the application of Minimum Distance Separation, and requirements for compliance with Provincial nitrate guidelines to ensure the long term protection of groundwater in privately serviced areas.

This is an amendment under Sections 17 and 21 of the Planning Act and not a Five Year Review under Section 26 of the Planning Act.

This Amendment will:
Agriculture

1. Incorporate policies and provisions to permit Additional Residential Units in the agricultural area as follows:
 - a. On commercial scale farms (AG1), an ARU is permitted in either or both of the main dwelling and detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.
 - b. On small agricultural holdings (AG4) and ARU is permitted in either the main dwelling or within a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.
2. Clarify that Minimum Distance Separation is not applicable to On-Farm Diversified Uses or Agricultural Commercial Industrial (AG3) uses.
3. Amend the application of MDS to cemeteries such that cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).
4. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.

Urban Settlement Areas

5. Incorporate provisions for Additional Residential Units (ARU) in Village settings subject to a re-zoning, supportive nitrate study and sufficient area to locate a septic system.
6. Update source water protection policies and mapping to reflect updated mapping for Belgrave Municipal Well and incorporate Wellhead Protection Areas (WHPAs) on key maps.
7. Permit single detached dwellings in all village and hamlets settings where appropriate but require multi-unit dwellings (including semi-detached and duplexes) to be established subject to re-zoning, supportive nitrate study and sufficient area to locate a septic system.
8. Permit modular homes to be utilized for detached ARUs in VR2 zones.
9. Clarify that lot creation and/or intensification is permitted based on MOE D-Series Guidelines for Nitrates and the County’s Nitrate Terms of Reference.

2. LOCATION

The amendment applies to all lands within the Municipality of Morris-Turnberry.

3. BASIS

The purpose and effect of the General Update is primarily to include updated direction and clarification for Additional Residential Units, the application of Minimum Distance Separation, and requirements for compliance with Provincial nitrate guidelines to ensure the long term protection of groundwater in privately serviced areas.

This is an amendment under Sections 17 and 21 of the Planning Act and not a Five Year Review under Section 26 of the Planning Act.

PART 'B'

AMENDMENT NO. 11 TO THE OFFICIAL PLAN FOR THE MUNICIPALITY OF MORRIS-TURNBERRY

1. INTRODUCTION

All of this part of the document entitled Part 'B' consisting of the following text, constitute Amendment No. 11 to the Morris-Turnberry Official Plan.

2. DETAILS OF THE AMENDMENT

2.1 The text of the Municipality of Morris-Turnberry Official Plan is hereby amended by:

- a) Amend Section 3.2 (Goals) by the addition of the following:
To recognize that a strong agricultural economy requires housing but not to allow the decentralization of general housing uses onto prime agricultural lands.
- b) Amend Section 3.3.1 by replacing all text after "established in the Zoning Bylaw" with the following:
A maximum of two (2) additional residential units accessory to a main dwelling may be permitted on farms engaged in commercial scale farming, either within the farm dwelling and/or in an accessory building.
If located within an accessory building, the additional residential unit must:
 - i. meet MDS requirements;
 - ii. be situated within close proximity to the existing dwelling;
 - iii. use the existing driveway for access as the main farm dwelling;
 - iv. Have appropriate services available. The additional residence is encouraged but not required to share water and wastewater services with the existing dwelling.

Additional Residential Units will not be permitted to be severed onto a separate lot, and may not be considered for a surplus farmhouse severance.

In addition to the main dwelling and additional residential units, a farm parcel is also permitted to contain accommodations for additional farm labourers if demonstrated to be required by the farm operation. The accommodations can take multiple forms and are not limited to temporary forms of housing but must be located within close proximity to the building cluster.

On parcels in the agricultural designation which are not engaged in commercial scale farming, a total of one (1) Additional Residential Unit is permitted within the main dwelling or within an accessory building which is located in the immediate vicinity of the main dwelling, complies with Minimum Distance Separation Formulae, and utilizes the same access point and laneway. A consent for lot creation will not be permitted for Additional Residential Units.

Garden suites are also permitted on a temporary basis in a moveable structure ancillary to the dwelling and subject to the policies outlined in the Settlement Area Section.

On-farm residences, whether main, additional, farm labour, garden suites, etc., shall not be permitted in areas where natural hazards present unsurmountable issues such as impracticability of floodproofing, unsafe access, issues of erosion or unstable soils, etc.

- c) Section 3.3.9. is amended by the deletion of the third paragraph and replace with the following:
All cemeteries within the geographic boundaries of Morris-Turnberry are considered low visitation and shall be considered a Type A Land Use for the purpose of MDS.
- d) Section 3.3.7 is hereby amended by the addition of the following:
On-Farm Diversified Uses are not subject to Minimum Distance Separation requirements and are encouraged to cluster with the on-farm dwelling where possible.

On-Farm Diversified Uses that include on-farm events (including but not limited to weddings and outdoor concerts) are subject to Site Plan Control. All other on-farm diversified uses may be subject to site plan control.

- e) Amend Section 3.3.6. with the addition of the following:
Agriculturally Related Commercial and Industrial Operations are not subject to Minimum Distance Separation requirements, nor are barns required to meet MDS requirements when siting in proximity to an agricultural related commercial or industrial use.
- f) Section 6.2 is hereby amended by the deletion of “to encourage redevelopment and intensification of underutilized properties” and replaced with the following:
To encourage sustainable development which protects groundwater over the long term.
- g) Section 6.3.2. is amended by the replacement of the first paragraph with the following:
At this time, there is limited potential for intensification due to reliance on private services. Where demonstrated to comply with Provincial and County Nitrate standards, the efficient use of land is encouraged. In Morris-Turnberry, intensification means: infilling, rounding out of development, conversion of existing buildings to multiple units and the establishment of Additional Residential Units.
- h) Section 6.3.2.1. (Tertiary) is deleted and replaced with the following:
In Tertiary Settlement areas, minor rounding out and infilling will be permitted based on the provision of adequate services.
- i) Section 6.3.2.2. is hereby deleted.
- j) Section 6.3.3.2. is amended by the replacement of ‘Second Unit’ with ‘Additional Residential Unit’.
- k) Section 6.5.1 is hereby amended by the addition of the following:
All new development involving the creation of new lots or establishment of multiple-unit residential buildings will be supported by Hydrogeological Nitrate Studies completed in accordance with Provincial Nitrate Guidelines and the County’s Terms of Reference for Nitrate Studies. New lots will be sized to accommodate a conventional (Class 4) septic system but there is no requirement to provide a contingency bed area. Where it is demonstrated that the aquifer is isolated from potential impacts, the minimum lot size is 0.5 acres for a single detached dwelling. Intensification of existing, undersized lots is not permitted.
- l) Section 6.5.1 is hereby amended by the replacement of the fourth paragraph with the following:
Additional Residential Unit: a self-contained residential unit with kitchen and bathroom facilities that is located within a single detached or within a building or structure which is accessory to single detached.

Additional Residential Units will be permitted in privately serviced settlement areas subject to appropriate standards of health and safety with respect to on-site sewage disposal and general lot planning. A total of one (1) Additional Residential Unit is permitted on a private serviced lot, either within the dwelling or in a building or structure accessory to the dwelling.

An Additional Residential Unit will not be permitted on a privately serviced lot that is less than 0.8 hectares (2 acres) unless supported by a Nitrate Study completed in accordance with Provincial Guidelines and the County Terms of Reference for Nitrate Studies.

Additional Residential Units are not permitted on lots which are legal non-conforming with respect to minimum lot area or existing, undersized lots.

The Zoning Bylaw will establish the zones within which Additional Residential Uses may be permitted and shall include provisions to regulate the use.

- m) Section 6.6.1. (Low Density Residential) is amended by the replacement of the first paragraph with the following:
The primary use of land designated Residential is low density residential development. Single detached will be permitted in all areas of the Villages and Hamlets, where appropriate. Proposals for the development of multiple units, whether Additional Residential Unit accessory to a single detached or a semi-detached/duplex, will require a re-zoning and must demonstrate compliance with Provincial Nitrate Guidelines and the County’s Terms of Reference for Nitrate Studies.

New residential development, including minor rounding out and infill, shall occur at a density which allows for long term, sustainable use of private water and wastewater systems with no negative impacts to groundwater. New lots will be sized for a conventional septic bed but there is no requirement to provide a contingency bed.

Healthy neighbourhoods are inclusive of all housing needs. Uses such as group homes, hospice, overnight respite, emergency housing, transitional housing or related will be permitted in all residential areas.

In Lowertown and elsewhere as appropriate, new or improved active transportation infrastructure such as walking trails should be incorporated into the design of newly developing areas.

Additional Residential Units will be permitted in privately serviced settlement areas subject to appropriate standards of health and safety with respect to on-site sewage disposal and general lot planning. A total of one (1) Additional Residential Unit is permitted on a private serviced lot, either within the dwelling or in a building or structure accessory to the dwelling.

An Additional Residential Unit will not be permitted on a privately serviced lot that is less than 0.8 hectares (2 acres) unless supported by a Nitrate Study completed in accordance with Provincial Guidelines and the County Terms of Reference for Nitrate Studies.

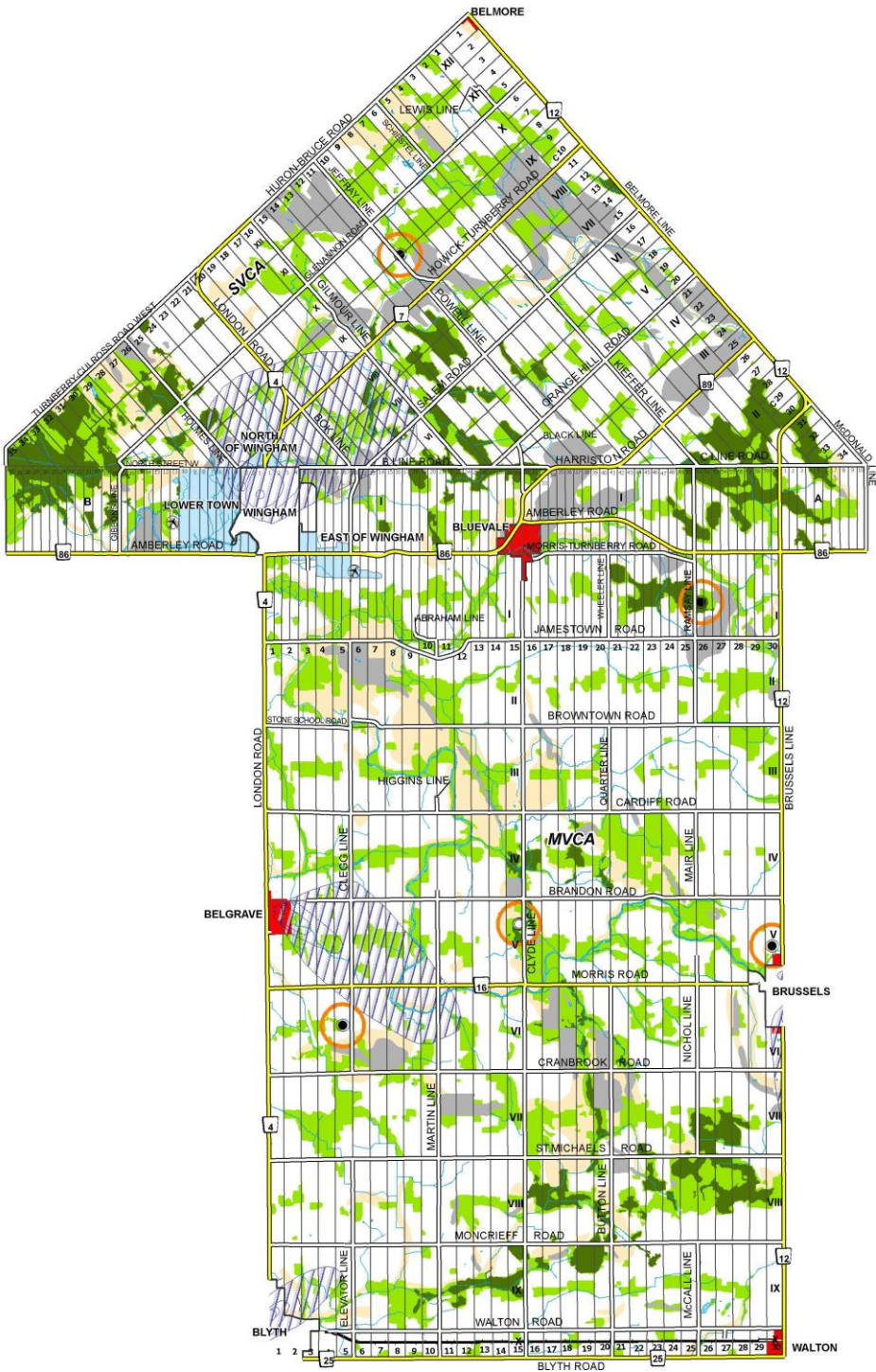
Additional Residential Units are not permitted on lots which are legal non-conforming with respect to minimum lot area or existing, undersized lots.

The Zoning Bylaw will establish the zones within which Additional Residential Uses may be permitted and shall include provisions to regulate the use.

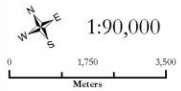
- n) Section 6.6.1 (Medium and High Density) is renamed 'Medium Density' and amended with the addition of the following as the first sentence:
Where multiple unit developments are proposed, the lot density will be based on conventional septic systems as outlined in the County of Huron's Nitrate Study Terms of Reference. Should full services become available, the development standards will be amended to reflect.
- o) Section 6.6.1 (Medium Density) b. is hereby deleted.
- p) Section 6.5.6.e is hereby deleted and replacement with the following:
Lot sizes will be sufficient to accommodate the proposed method of servicing over the long term. Where septic systems are proposed, developments will comply with the provincial groundwater protection criteria for nitrates, the County's Terms of Reference for Nitrate Studies and all lots will be sized for conventional septic systems. There is no requirement to provide a contingency bed area. Where it is demonstrated that the aquifer is isolated from potential impacts, the minimum lot size is 0.5 acres for a single detached dwelling.
- q) Section 6.6.7.d is deleted and replaced with the following:
Lot sizes will be sufficient to accommodate the proposed method of servicing over the long term. Where septic systems are proposed, developments will comply with the provincial groundwater protection criteria for nitrates, the County's Terms of Reference for Nitrate Studies and all lots will be sized for conventional septic systems. There is no requirement to provide a contingency bed area. Where it is demonstrated that the aquifer is isolated from potential impacts, the minimum lot size is 0.5 acres for a single detached dwelling. Where it is demonstrated that the aquifer is isolated from potential impacts, the minimum lot size is 0.5 acres for a single detached dwelling.
- r) Section 6.6.8.i is amended by the deletion of all text after "as per standards established by" and replace with the following: Provincial Guidelines D-5-4 and the County Terms of Reference for Nitrate Studies.
- s) Section 7.3.10 is amended by the addition of the following: Wellhead Protection Areas (WHPAs) are Site Plan Control Areas.
- t) Section 8.15 is amended by the addition of the following after the first sentence:
"Should a peer review be required by the Municipality, the completed and accepted peer review is a requirement of complete application".

MUNICIPALITY OF MORRIS-TURNBERRY
OFFICIAL PLAN
SCHEDULE "B"
LAND USE PLAN

Amended by:
OPA # 2
OPA # 5
OPA # 6



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- PROVINCIAL HIGHWAY
- COUNTY ROAD
- MUNICIPAL ROAD
- LOT BOUNDARY
- C.A. BOUNDARY
- OPEN LANDFILL
- CLOSED LANDFILL
- LANDFILL BUFFER
- WATERCOURSE
- WATERBODY
- AIRPORT
- WELLHEAD PROTECTION ZONE
- AGRICULTURE
- FORMER RAILWAY LANDS
- Mineral Aggregate
- NATURAL ENVIRONMENT
- NATURAL ENVIRONMENT - FULL PROTECTION
- NON-PRIME AGRICULTURE
- URBAN
- VILLAGE/HAMLET

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PART 'C'

APPENDICES

The appendices do not form part of the amendment but are for information purposes only.

Background

The purpose and effect of the General Update is primarily to include updated direction and clarification for Additional Residential Units, the application of Minimum Distance Separation, and requirements for compliance with Provincial nitrate guidelines to ensure the long term protection of groundwater in privately serviced areas.

This is an amendment under Sections 17 and 21 of the Planning Act and not a Five Year Review under Section 26 of the Planning Act.

This Amendment will:

Agriculture

1. Incorporate policies and provisions to permit Additional Residential Units in the agricultural area as follows:
 - a. On commercial scale farms (AG1), an ARU is permitted in either or both of the main dwelling and detached unit provided the detached ARU is located within 60 metres of the existing building cluster and utilizes the same laneway.
 - b. On small agricultural holdings (AG4) and ARU is permitted in either the main dwelling or within a detached unit provided the detached ARU is located within 60 metres of the main dwelling and utilizes the same laneway.
2. Clarify that Minimum Distance Separation is not applicable to On-Farm Diversified Uses or Agricultural Commercial Industrial (AG3) uses.
3. Amend the application of MDS to cemeteries such that cemeteries are treated as a Type A Land Use (single distance) rather than a Type B Land Use (double distance).
4. Expand permissions for on-farm accommodation for farm labour to building types other than a mobile home.

Urban Settlement Areas

5. Establish Wellhead Protection Areas as Site Plan Control Areas and update mapping.
6. Incorporate provisions for Additional Residential Units (ARU) in Village settings subject to a re-zoning, supportive nitrate study and sufficient area to locate a septic system.
7. Permit single detached dwellings in all village and hamlets settings where appropriate but require multi-unit dwellings (including semi-detached and duplexes) to be established subject to re-zoning, supportive nitrate study and sufficient area to locate a septic system.
8. Permit modular homes to be utilized for detached ARUs in Village settings.
9. Clarify that lot creation and/or intensification is permitted based on MOE D-Series Guidelines for Nitrates and the County's Nitrate Terms of Reference.



THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW 48 – 2022

Being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry.

WHEREAS the Municipal Council of the Corporation of the Municipality of Morris-Turnberry considers it advisable to amend Morris-Turnberry Zoning By-law 45-2014, as amended, of the Corporation of the Municipality of Morris-Turnberry; and

NOW THEREFORE the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS as follows:

1. The text amendments of this by-law shall apply to all lands within the Municipality of Morris-Turnberry.
2. The mapping amendments of this by-law shall apply to the properties legally described as:
 - i. Plan 162, Pt Lots 66 and 67, Reference Plan 22R6075 Part 1 (39 Queen Street, Belgrave);
 - ii. Plan 162, Pt Lot 67, Reference Plan 22R6075 Part 3 (4 Parker Drive, Belgrave); and
 - iii. Properties within Wellhead Protection Areas (Blyth, Belgrave and Wingham).

3. Section 2 is hereby amended by the addition of the following in alphabetical order:

Dwelling with Supports:

Means a residence for the short or long term accommodation of persons who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. This shall include, for example, a group home, transitional housing, hospice, respite care, crisis care facility but shall not include a hotel or motel.

Additional Residential Unit:

Means an additional residential unit shall be an accessory dwelling unit with its own kitchen, sanitary facilities and bedroom(s)/sleeping area.

On-Farm Diversified Use:

Means uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses and uses that produce value-added agricultural products. On-farm diversified uses may include accessory retail of goods produced on the property or goods produced on farms located within a 50km radius.

4. Section 2 is hereby amended by the replacement of the term 'dwelling, multiple attached' with 'dwelling, rowhouse'.
5. Section 2 is amended by the addition of 'day nursery' to the Home Occupation definition.
6. Section 2 is amended by the deletion of 'Group Home'

7. Section 3.4.3 (Height of Accessory Buildings) is amended by the addition of “except when in a VC2 zone where the maximum height is 8 metres not containing more than two storeys”.
8. Section 3.18 is amended by the addition of the following:
A Garden Suite may transition to a permanent Additional Residential Unit provided it meets the provisions of the appropriate section of this Bylaw.
9. Section 3 is hereby amended by the addition of Section 3.52 (On Farm Diversified Uses) as follows:
3.52 On Farm Diversified Uses
 - Are secondary to the principal agricultural use of the property, are operated by the persons residing on the farm and do not interfere with the farm operation and do not conflict with the surrounding uses.
 - Do not cause a traffic or safety concern and provide safe access onto an open public road.
 - Obtain relevant permits from the appropriate approval authority.
 - Agri-tourism uses and Value Added agricultural uses under 1 hectare in size are permitted in the AG1 zone. Uses larger than 1 hectare shall be permitted in the AG3 zone.
 - The area calculation should consider the total area of buildings, structures, outdoor storage, landscaped areas, wells and septic systems, berms, laneways and parking areas but discount those areas which are shared between the agricultural uses and the on-farm diversified use.
 - Buildings can occupy a maximum of 20% of the allowable area calculation. Where a building is proposed to accommodate for on-farm events, the maximum is 120 persons seated capacity or 20% of the allowable area calculation, whichever is less.
 - 25% of the floor area of a building containing an agri-tourism or value added agricultural uses be used for retailing products grown/produced on the farm and goods produced on farms within a 50km radius.
 - Servicing (e.g. private and/or public water & sewage services) for the agri-tourism and value added agricultural uses must be located within the maximum 1 hectare area.
 - Buildings for agri-tourism uses & value added agricultural uses shall be clustered together with buildings for the principle agricultural use of the property.
 - MDS shall not apply to on-farm diversified uses and these uses are encouraged to cluster with the on-farm dwelling.
 - Site Plan Control will apply to agri-tourism on-farm diversified uses.
10. Section 3 is hereby amended by the addition of Section 3.53 as follows:
3.53 Wellhead Protection Areas
There are 3 Wellhead Protection Areas in Morris-Turnberry: Wingham, Belgrave and Blyth.
In addition to the zone provisions of the applicable zones, this By-law shall regulate development in the 5 year time of travel in Municipal Wellhead Protection Areas. Development will be permitted within wellhead protection areas provided that the development does not include any risks as identified by the Source water Protection Act. Any development with risk potential will require the approval of the applicable Conservation Authority. On the key maps, wells are shown in addition to the 5 year time of travel with an overlay pattern.
11. Section 3 is amended by the addition of Section 3.54 as follows:
3.54. Additional Residential Unit (ARU)
Notwithstanding any other provisions of this By-law to the contrary, the following provisions shall apply to permit the construction of an Additional Residential Unit as an accessory use to a single-detached dwelling in the permitted zones:
 - In commercial scale agricultural settings in an AG1 zone, a maximum of two Additional Residential Units is permitted per property with one unit within or attached to the main residence and one within a detached structure.

- In small holding agricultural settings (AG4), a maximum of one Additional Residential Units is permitted per property within or attached to the main residence or within a detached structure.
- In village settings (VR2 only), a maximum of one Additional Residential Unit is permitted accessory to an unconverted single detached dwelling provided the minimum size of the property is 8000 square metres (2 acres). The ARU is permitted within or attached to the main residence or within a detached structure.
- The ARU must use the same entrance/driveway as the main dwelling
- One (1) additional on-site parking space is provided for the ARU in addition to the parking for the main dwelling.
- Where an ARU is contained within an accessory building, the following provisions apply:
 - The maximum separation from the main dwelling is 60 metres;
 - Section 7.4 when located in the AG4 zone provided the maximum separation from the main dwelling is 60 metres;
 - Section 14.4 when located in the VR2 zone.
- Notwithstanding any other provisions of this By-law to the contrary, an ARU located within an accessory building in the agricultural area shall not be established closer to neighbouring livestock facilities than the legally established single detached dwelling to which it is accessory to unless the ARU complies with Minimum Distance Formulae (MDS).
- Maximum Building Size
 - When detached and located in a VR2 zone, the structure containing the ARU shall be no greater than 75% of the gross area of the main floor of the dwelling including attached garages provided the total buildings do not exceed the maximum lot coverage.

12. Section 4.2 is hereby deleted and replaced with the following:

Section 4.2 Accessory Uses

- Detached Dwelling and/or mobile home accessory to Agriculture
- Converted dwelling
- Dwelling with Support
- On Farm Diversified Use
- Additional Residential Unit(s) (total of 2) with one (1) within the main dwelling and/or one (1) within a detached structure accessory to Main Dwelling
- Residential units for farm labour, accessory to agriculture
- Commercial Greenhouse less than 2 acres in size
- Anaerobic Digester

13. Section 4.3 is amended by the addition of the following:

- Additional Residential Unit within a detached structure including but not limited to a mobile home.
- One multi-unit residential building for farm labour including a rowhouse to a maximum of 4 units.

14. Section 4 is hereby amended by the addition of Section 4.4.4. as follows:

4.4.4.a. Additional Residential Unit in Accessory Structure shall

- Be permitted with a maximum separation of 60 metres measured from the main dwelling;
- Utilize the same laneway as the main dwelling
- Comply with Minimum Distance Separation Formulae to barns on separately titled lots.

15. Section 4 is hereby amended by the addition of Section 4.4.4.b as follows:

4.4.4.b. Farm Labour Housing

- Where accommodation for farm labour is required, a maximum of four (4) units are permitted provided the farm labour dwelling:
 - is a maximum distance of 60 metres from the main dwelling or if no main dwelling exists, a maximum distance of 60 metres from the largest building (eg. livestock barn, greenhouse, etc);
 - utilizes the same laneway as the dwelling or in the case of no dwelling, the facility served by the on-farm labour (eg. greenhouse or barn);
 - complies with Minimum Distance Separation Formulae to barns on separately titled lots.

16. Sections 4.5, 5.6, 6.7 and 7.6 are hereby amended with the addition of the following:
- Minimum Distance Separation is not applied to or from On-Farm Diversified Uses or Agricultural Commercial Industrial (AG3) uses.
17. Section 4.5, 5.6, 6.7 and 7.6 are hereby amended with deletion of ‘For Closed or Inactive Cemeteries’ and replaced with the following:
Application of MDS to Cemeteries
“All cemeteries located outside of the settlement areas of the Municipality but within its geographic boundaries are considered Low Visitation Cemeteries. Low Visitation Cemeteries (whether Closed or Open) shall be classified as Type A Land Use for purposes of MDS”.
18. Section 4 is amended by the merging of Sections 4.8 and 4.10 under 4.8.
19. Section 4 is hereby amended by the addition of the following as the new 4.10:
4.10. On Farm Diversified Uses
On-farm diversified uses are permitted accessory to an agriculture use in accordance with Section 3.52 and the provisions of the AG1 zone.
20. Section 7.2 is amended by the replacement of “limited” with “general” after ‘agricultural use’.
21. Section 7.5 is hereby amended by the addition of the following:
7.5.2 Accessory Buildings
Accessory buildings not containing livestock are required to meet the following interior side and rear yard minimum setbacks:
For buildings 10 square metres or less: 1.5 metres
For buildings greater than 10 square metres but less than 100 square metres: 3 metres
For buildings 100 square metres or greater: 5 metres.
22. Section 7.5.3 is hereby added as follows:
7.5.3 Accessory Building Containing Livestock
Notwithstanding any provision of this by-law to the contrary, an accessory building containing livestock may be established subject to the following:
- Interior Side Yard (minimum): 10 metres
 - Rear Yard (minimum): 10 metres
 - Building height (maximum): 12 metres
 - Must be located in rear or interior side yard.
 - Compliance with Minimum Distance Separation Formula. Where the yard setbacks as required by MDS are not the same as above, the larger of the two setbacks applies.
23. Section 14.1 is hereby amended deleted and replaced with the following:
Permitted Uses
- single detached dwelling
 - dwelling with support in single detached dwelling;
24. Section 14.4. (Lot Area of Partial and Private Septic) is hereby deleted and replaced with the following:
14.4. Lot Area (minimum) – 4000 square metres (1.0 acre)
25. Section 15.1 is hereby deleted and replaced with the following:
15.1 Permitted Uses
- uses permitted in a VR1 Zone
 - home occupation
 - an Additional Residential Unit (ARU) accessory to an unconverted single detached dwelling.
 - uses accessory to the permitted uses

26. Section 15.2 is hereby deleted and replaced with the following:
- 15.2. Permitted Structures
- single detached dwelling
 - semi-detached dwelling
 - duplex dwelling;
 - conversion of single detached dwelling to a total of 2 units;
 - dwelling with support in single detached dwelling
 - uses accessory to the permitted uses
27. Section 15.3. is hereby deleted and replaced with the following:
- 15.3.1. Single detached dwelling – as per Section 14.4.
- 15.3.2 All other dwelling types
- Lot Area (minimum) – 8000 square metres (2.0 acre)
 - Lot Frontage (minimum) – 46 metres
 - Lot Depth (minimum) – 46 metres
 - Front Yard (minimum) – 7.5 metres
 - Interior Side Yard Depth (minimum) – 3 metres
 - Exterior Side Yard Depth (minimum) – 7.5 metres
28. Section 15.7 is hereby amended by the addition of 15.7.3 as follows:
- 15.7.3. VR2-3
- The existing rowhouse is permitted subject to the provisions of Section 3.29.
29. Section 20 is hereby amended by the addition of the following:
- 20.5.3. Community Facilities for Communities Relying on Horse Drawn Transportation
- A community facility serving communities who rely on horse drawn transportation are permitted in an Agricultural Special Zone or Community Facility zone subject to the following:
- The community facility cannot be separated from the farm.
 - One dwelling is permitted accessory to the community facility and must be removed should said community facility be discontinued.
 - The dwelling is a maximum distance of 60 metres from the community facility.
 - Comply with Minimum Distance Separation Formulae to barns on separately titled lots as a Type A land use (single distance).
30. Section 14.5.3 is hereby amended by the deletion of ‘4.5 metres’ and replacement with ‘6 metres’.
31. Section 14.5.2. is hereby deleted and replaced with the following:
- 14.5.2 Ground Floor Area (maximum)
- For lots less than 1 acre – 90 square metres
 - For lots 1 acre and greater – 115 square metres
32. Section 15.5.2. is hereby deleted and replaced with the following:
- Section 14.5.2. applies.
33. Section 15.5.3. is hereby deleted and replaced with the following:
- Section 14.5.3. applies.
34. Section 15 is hereby amended by the deletion of Section 15.6.3 (Title Separation of Multiple Attached Dwellings on Full Municipal Services).
35. All other provisions of By-law 45-2014 shall apply.

36. This by-law shall come into force pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

Read a FIRST and SECOND time this 1st day of November, 2022.

Read a THIRD time and FINALLY PASSED this 1st day of November, 2022.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

SCHEDULE 1

CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY BY-LAW NO. 48-2022

By-law No 48- 2022 has the following purpose and effect:

1. The purpose and effect of the General Update is primarily to include direction in the Morris-Turnberry Official Plan and Zoning By-law to address housing needs including:
 - permit Additional Residential Units (ARU) in agricultural settings;
 - permit additional Residential Units (ARU) in village settings where lots are large enough to address long term water quality considerations;
 - minor housekeeping items such as updates to definitions and general provisions.

The proposed General Update Amendment proposes primarily text changes to the Official Plan and Zoning By-law and select mapping changes.
2. This by-law amends the Municipality of Morris-Turnberry Zoning By-law 45-2014. All other zone provisions apply.
3. The location map and detail map showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2.

**THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY
BY-LAW NO. 48 – 2022**

Amendments

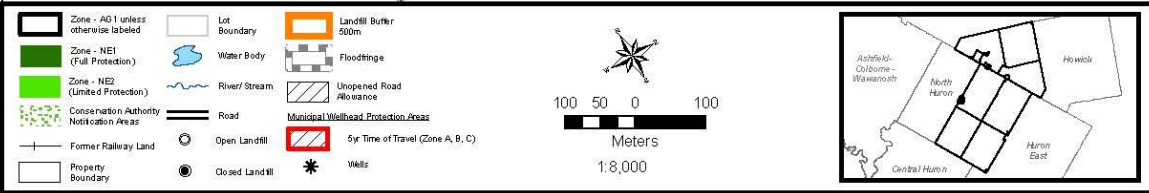
1 Amended by By-law 47-2015
 2 Amended by By-law 95-2017
 3 Amended by By-law 66-2018
 4 Amended by By-law 32-2021

Municipality of Morris-Turnberry
Schedule A

Key Map - Belgrave

REVISION DATE: September 27, 2022

Area to be amended from VR2 (Village Residential - Medium Density) to VR2-3 (Village Residential - Medium Density Special)



Amendments

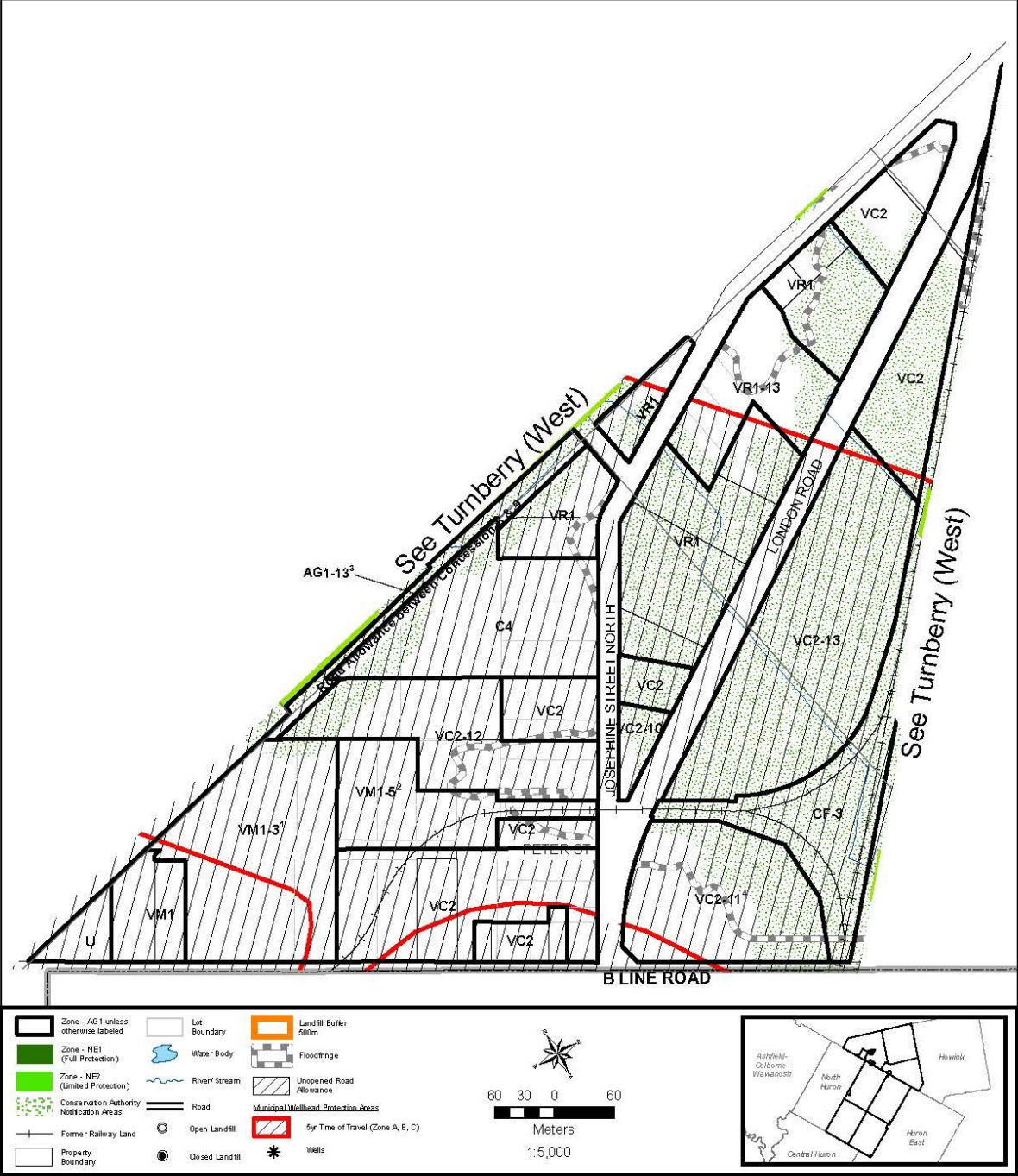
1 Amended by By-law 42-2015
2 Amended by By-law 42-2017
3 Amended by By-law 15-2017
4 Amended by By-law 61-2019

REVISION DATESeptember 23, 2022

Municipality of Morris-Turnberry

Schedule A

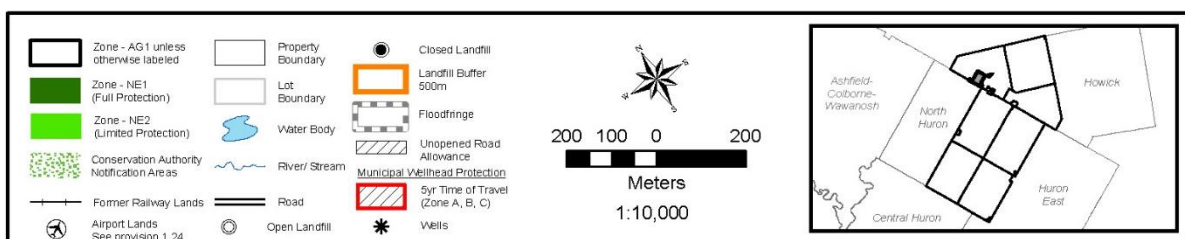
Key Map - North of Wingham



1 Amended by By-law 71-2015
2 Amended by By-law 20-2016
3 Amended by By-law 105-2017
4 Amended by By-law 66-2019
5 Amended by By-law 94-2019
6 Amended by By-law 11-2021
7 Amended by By-law 34-2021
8 Amended by By-law 35-2021
9 Amended by By-law 38-2021
10 Amended by By-law 24-2022

October 28, 2022

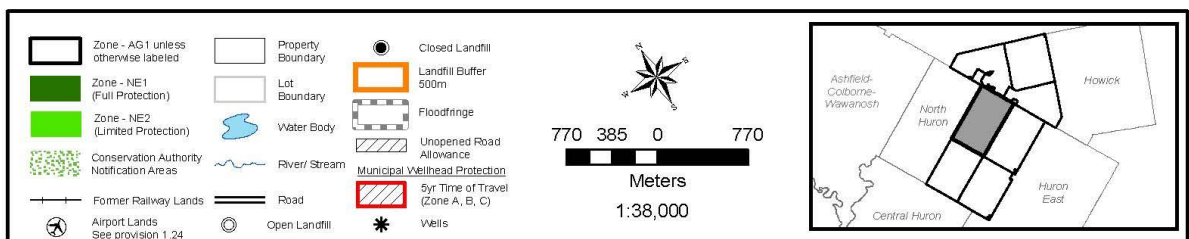
Key Map - Lowertown



1 Amendment condition of consent file B25-2015
2 Amendment condition of consent file B59-2019
3 Amendment condition of consent file B24-2015
4 Amended by By-law 71-2015
5 Amended by By-law 111-2016
6 Amended by By-law 86-2017
7 By-law 76-2017 Temporary Garden Suite (Expires August 04, 2037)
8 Amended by By-law 81-2017
9 Amended by By-law 13-2018
10 Amended by By-law 42-2018
11 Amendment condition of consent file B77-2017
12 Amended by By-law 20-2019
13 By-law 69-2019 Temporary Garden Suite (Expires August 15, 2039)
14 Amendment condition of consent file C55-2019
15 Amendment condition of consent file C08-2020 and C07-2020
16 Amendment condition of consent file C10-2020
17 Amendment condition of consent file C70-2020
18 Amended by By-law 32-2021

September 23, 2022

Key Map - Morris (Northwest)



Amendments

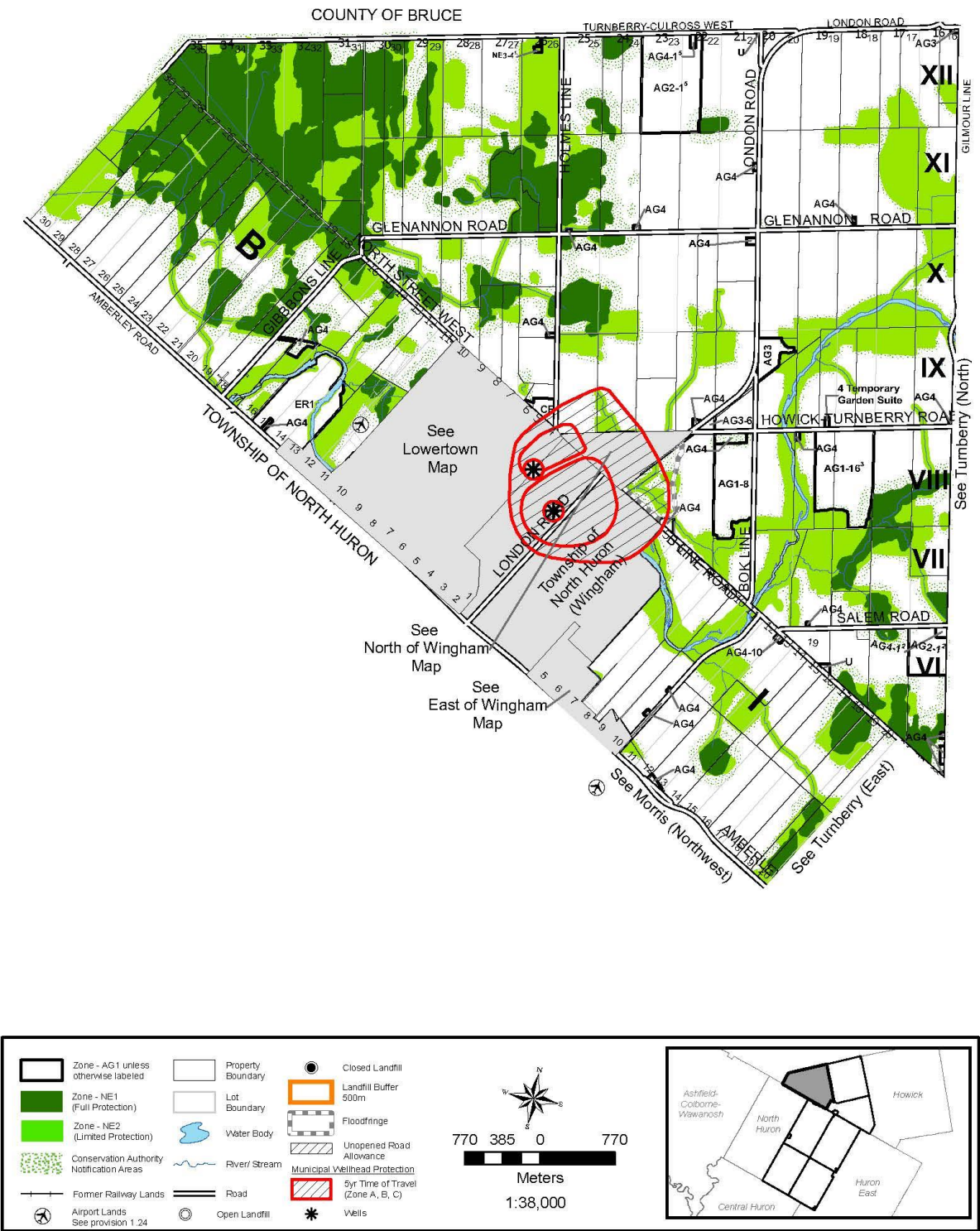
1 Amended by By-law 48-2016
2 Amendment condition of consent file B83-2017
3 Amended by By-law 79-2019
4 By-law 93-2019 Temp Garden Site (Exp Nov 5, 2022)
5 Amendment condition of consent file C19-2021

Municipality of Morris-Turnberry

Schedule A

Key Map - Turnberry (West)

REVISION DATESeptember 23, 2022



MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Kim Johnston, Deputy Clerk
DATE: November 1, 2022
SUBJECT: 2022 Municipal Election

RECOMMENDATION

For information only.

BACKGROUND

The Morris Turnberry Municipal election was held on Monday October 24, 2022, and was a very successful election.

All election procedures were in place and the auditing of the system was carefully inspected before, during and after the voting period.

Voting turnout for the 2022 election was 35.1%(1039 of 2959).
The voting turnout in 2018, using the same method of voting was 37.6%.

The Inaugural meeting will be held on Tuesday November 15, 2022 at 10:00am.

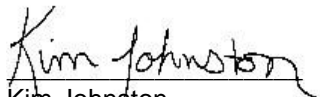
ATTACHMENTS

1.0 Certified copy of results from Simply Voting

OTHERS CONSULTED

Trevor Hallam, CAO/Clerk
Sean Brophy, Auditor for Election

Respectfully submitted,



Kim Johnston,
Deputy Clerk

Oct 25, 2022

Municipality of Morris-Turnberry
PO Box 310, 41342 Morris Rd,
BRUSSELS, ON
N0G 1H0 Canada

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,



Brian Lack
President
Simply Voting Inc.

Results - 2022 Municipal and School Board Elections

Start: 2022-10-11 09:00:00 America/Toronto

End: 2022-10-24 20:00:00 America/Toronto

Turnout: 1039 (35.1%) of 2959 electors voted in this ballot.

Note: 6 electors declined their ballot; they are included in the turnout.

Councillor

Option	Votes
Kevin FREIBURGER	720 (20.6%)
Jamie MCCALLUM	689 (19.7%)
Sharen Eileen ZINN	590 (16.9%)
Jodi SNELL	587 (16.8%)
Christopher R. MICHIE	586 (16.7%)
Dale MCFARLAN	328 (9.4%)

VOTER SUMMARY

Total	1033
Abstain	2 (0.2%)

English Public School Board Trustee - Avon Maitland District

Restricted to **EP**

Option	Votes
Patricia Elaine SMITH	659 (76.5%)
Michel STARENKY	113 (13.1%)
Ray BERG	90 (10.4%)

VOTER SUMMARY

Total	935
Abstain	73 (7.8%)

French Public School Board Trustee - Conseil Scolaire Viamonde

Restricted to **FP**

Option	Votes
David O'HARA	0 (0.0%)
Joseph VANDERMEER	0 (0.0%)

VOTER SUMMARY

Total	0
Abstain	0 (0.0%)

French Separate School Board Trustee - Conseil Scolaire Catholique Providence

Restricted to **FS**

Option	Votes
Meghan REALE	1 (100.0%)
Sylvie C. BARBEAU-CHMIELEWSKI	0 (0.0%)

VOTER SUMMARY

Total	1
Abstain	0 (0.0%)



MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Kim Johnston, Deputy Clerk
DATE: November 1, 2022
SUBJECT: 2022 Planning Update – 3rd Quarter

RECOMMENDATION

For information only.

BACKGROUND

This report is being presented for the information of Council. While most planning matters come before Council, some approval authority has been delegated to staff. Staff will present a quarterly report for the information of Council detailing all planning matters that have been approved by the municipality during the preceding quarter.

COMMENTS

1. Consents:

C53-2021 Willem Bakker Properties/Precision Builders Ltd
Plan 410, Park Lot 77, Pt Partrick St between Mary St and Adelaide St,
22R6316, Part 5
Creation of a new lot
Provisional Consent – October 6, 2021

C33-2022 H. Kerr Construction
Concession 9, Part Lots 21 & 22
Sever a portion of the parcel and merge the resulting parcel with the neighbouring property.
Conditions Met – July 27, 2022

C44-2021 Cranbrook Swine
41573 Cranbrook Road, Brussels
Creation of a new lot
Conditions Met – August 22, 2022

C76-2022 John W. Huether/Nick Campbell
Concession 4, North Part Lot 26, Cardiff Road
Enlarge abutting lot
Undisputed – September 22, 2022

C79-2022 Joe Reinhardt Construction Ltd
Con B, Pt Lot 10; RP 22R-6317, Lots 149-151 Pt Lane,
353 Turnberry Street
Creation of a new lot
Recommended for Denial – County of Huron
Deferred by MT Council – October 4, 2022

2. Site Plans:

No new Site Plan Bylaws to date.

3. Minor Variances:

MV03-2021 Maple Ridge Beef Farms Ltd (Dallas Coultres)
Concession 3, South Part Lot 4, Morris
Proposed relief from Section 4.6, to reduce the required Minimum Distance Separation (MDS) I setback for the construction of a new house from 470m to 136m as measured from the edge of the beef barn on the property to the south (40453 Cardiff Road – Time View Farms Ltd.) to the proposed location of the house.
Date of Final Notice – August 30, 2022

MV04-2021 Frank & Doris Sanders
Concession 7, N1/2 lot 6, 40591 Cranbrook Road
Proposed relief from Section 4.6, to reduce the required MDS I setback for the construction of a house
1. 724m to 530m to the barn on the property to the east of the proposed location of the house.
Date of Final Notice – October 26, 2022

MV05-2022 Joe Kerr Limited
Concession 1, Pt lot 7, 40389 Amberley Road
Proposed relief from Section 3.4.3, to increase the maximum height of the accessory building from 6m to 10m
Notice of Decision – October 18, 2022

4. Temporary Use:

No new Temporary use bylaws to date.

5. Zoning By-Law Amendments:

MTu Z03-2022 Joe Reinhardt
353 Turnberry Street

Deferred by MT Council – October 4, 2022

The purpose of the proposed zoning by-law amendment is to amend the zoning on two proposed lots from Severance Application C79-2022 - 353 Turnberry Street (Plan 410 Lots 149 to 151 Pt; Lane and RP 22R6317 Part 1) in the Municipality of Morris-Turnberry. The proposed zoning on the lot described as "Severed 2" on the map below would be rezoned from Village Residential – Low Density (VR1) to Village Residential – Medium Density (VR2) to allow for a four unit residential building. The proposed zoning on the lot described as "Retained 1" would be rezoned from Residential – Low Density (VR1) to Village Industrial (VM1) to allow for a commercial storage warehouse building. The subject property is approximately 1.73 acres with "Severed 2" being 0.70 acres and "Retained 1" being 0.33 acres.

6. Deeming

No new Deeming bylaws to date.

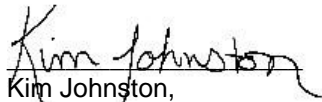
7. Official Plan Amendment

No new Official Plan Amendments to date.

OTHERS CONSULTED

Trevor Hallam, CAO/Clerk

Respectfully submitted,


Kim Johnston,
Deputy Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Sean Brophy, Treasurer
DATE: October 27, 2022
SUBJECT: 2022 Q3 Financial Report

RECOMMENDATION

None

BACKGROUND

Annually the Q3 Financial report is provided to council for their consideration.

COMMENTS

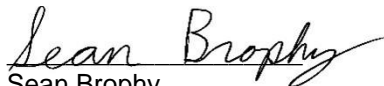
The figures include expenses up to October 18, 2022
Additional supplemental reports for Roads and the Belgrave Development are included.

ATTACHMENTS

2022 Q3 Financial Report – Overall
2022 Q3 Financial Report – Roads
2022 Q3 Updated Belgrave Development

OTHERS CONSULTED

Respectfully submitted,



Sean Brophy,
Treasurer

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
REVENUE						
01 - TAXATION						
01-0300-0000	Municipal Taxation	4,103,094.57	4,098,432.91	4,461,205.00	4,461,164.92	40.08
01-0400-0001	County Taxation	2,403,161.07	2,402,303.49	2,487,117.00	2,486,238.34	878.66
01-0420-0001	School Board Taxation	1,094,010.94	1,092,522.06	1,127,509.00	1,125,540.26	1,968.74
TOTAL 01 - TAXATION		7,600,266.58	7,593,258.46	8,075,831.00	8,072,943.52	2,887.48
01-1 - TAXATION - SUPPS & ADJ						
01-0300-0100	Tax Supp & Adj	51,321.98	99,488.31	56,000.00	60,396.83	(4,396.83)
01-0301-0000	Municipal Tax - Write Offs	(98,921.11)	(167,903.82)	(80,000.00)	(102,673.16)	22,673.16
01-0302-0000	Manual Adjustments	0.00	(9,224.25)	0.00	0.00	0.00
01-0315-0000	Grants in Lieu	39,863.48	44,421.14	40,000.00	33,212.58	6,787.42
01-0335-0000	Streetlight Revenue	36,177.67	35,552.54	36,050.00	36,074.97	(24.97)
TOTAL 01-1 - TAXATION - SUPPS & ADJ		28,442.02	2,333.92	52,050.00	27,011.22	25,038.78
02 - GRANT REVENUE						
01-0320-0001	OMPF Funding	442,500.00	442,500.00	385,000.00	288,750.00	96,250.00
01-0320-0003	OPP Credits	3,030.91	2,702.91	0.00	791.98	(791.98)
01-0320-0005	Roads - Federal Gas Tax	217,464.60	217,464.60	106,055.00	55,438.09	50,616.91
01-0320-0006	Roads - ICIP - Investing in Canada Infra. (M2	1,429,394.19	379,567.88	1,265,209.00	364,597.88	900,611.12
01-0320-0007	Mun Modernization Intake 2 (Radio)	31,500.00	0.00	58,500.00	0.00	58,500.00
01-0320-0008	Aggregate Resources - Gravel	29,645.16	29,645.16	20,000.00	23,569.02	(3,569.02)
01-0320-0009	Drain Superintendent	6,048.17	0.00	14,800.00	0.00	14,800.00
01-0320-0030	Roads - OCIF - Ont. Community Infrastructur	120,830.00	120,830.00	232,257.00	193,547.00	38,710.00
01-0320-0060	Cannabis Legalization Implementation	5,000.00	5,000.00	0.00	0.00	0.00
01-0320-0075	COVID-Safe Restart Funding	45,291.00	45,291.00	0.00	0.00	0.00
01-0320-0080	Early Investments in Education Grant	0.00	0.00	0.00	25,000.00	(25,000.00)
01-0330-0001	Landfill - BRA Recycling Rebate	40,891.80	8,649.72	37,000.00	11,807.94	25,192.06
01-0358-0000	Court Security	1,732.00	502.00	1,732.00	385.00	1,347.00
02	Other	0.00	0.00	0.00	0.00	0.00
TOTAL 02 - GRANT REVENUE		2,373,327.83	1,252,153.27	2,120,553.00	963,886.91	1,156,666.09
03 - HST RECOVERED						
01-0336-0000	HST Recovered	461,729.79	337,795.79	405,000.00	145,173.81	259,826.19
TOTAL 03 - HST RECOVERED		461,729.79	337,795.79	405,000.00	145,173.81	259,826.19
04 - INTEREST REVENUE						
01-0350-0000	Interest	102,620.37	80,375.23	98,930.00	83,143.34	15,786.66
TOTAL 04 - INTEREST REVENUE		102,620.37	80,375.23	98,930.00	83,143.34	15,786.66

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
05 - MUNICIPAL DRAINS						
01-0341-0000	Municipal Drains Capital	0.00	0.00	484,800.00	0.00	484,800.00
01-0341-0001	Municipal Drains Maintenance	0.00	0.00	315,000.00	0.00	315,000.00
TOTAL 05 - MUNICIPAL DRAINS		0.00	0.00	799,800.00	0.00	799,800.00
06 - BUILDING DEPARTMENT						
01-2400-5100	Building Dept Revenues	298,542.26	261,294.18	173,380.00	167,948.15	5,431.85
TOTAL 06 - BUILDING DEPARTMENT		298,542.26	261,294.18	173,380.00	167,948.15	5,431.85
07 - PROPERTY STANDARDS REVENUE						
01-2410-5295	Property Standards - Revenue	10.65	10.65	1,200.00	0.00	1,200.00
TOTAL 07 - PROPERTY STANDARDS REVENUE		10.65	10.65	1,200.00	0.00	1,200.00
09 - BELGRAVE WATER REVENUES						
01-0334-0000	Belgrave Water	180,937.09	180,740.39	180,335.00	185,606.34	(5,271.34)
01-0334-0004	BW - Capital Receipts	0.00	4,281.08	0.00	6,974.56	(6,974.56)
01-0334-0009	BW - Principal on Tax Bills	0.00	13,367.76	0.00	14,382.92	(14,382.92)
TOTAL 09 - BELGRAVE WATER REVENUES		180,937.09	198,389.23	180,335.00	206,963.82	(26,628.82)
10 - LANDFILL REVENUE						
01-0329-0000	Wheely Bins - Curbside	128,841.00	128,841.00	161,000.00	170,780.00	(9,780.00)
01-0330-0000	Morris Landfill Revenue	218,097.94	175,938.74	154,852.00	154,437.20	414.80
TOTAL 10 - LANDFILL REVENUE		346,938.94	304,779.74	315,852.00	325,217.20	(9,365.20)
11 - ROADS REVENUE						
01-0325-0000	Roads Revenue	376,834.30	323,396.21	385,000.00	333,596.70	51,403.30
TOTAL 11 - ROADS REVENUE		376,834.30	323,396.21	385,000.00	333,596.70	51,403.30
12 - ANIMAL CONTROL REVENUES						
01-0355-0000	Dog Tags & Fines	13,530.00	13,490.00	13,500.00	11,640.00	1,860.00
01-0356-0000	Coyote Compensation	2,600.00	1,400.00	1,000.00	0.00	1,000.00
01-0370-0000	Livestock Claims Revenue	2,419.98	2,419.98	1,000.00	2,038.80	(1,038.80)
TOTAL 12 - ANIMAL CONTROL REVENUES		18,549.98	17,309.98	15,500.00	13,678.80	1,821.20
13 - CROSS BORDER UTILITIES REVENUE						

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
01-0395-0000	HE Water/Sewer	76,181.20	66,265.00	75,000.00	63,208.61	11,791.39
01-0396-0000	NH Water/Sewer	43,756.00	36,313.04	45,000.00	38,510.08	6,489.92
TOTAL 13 - CROSS BORDER UTILITIES REVENUE		119,937.20	102,578.04	120,000.00	101,718.69	18,281.31
14 - BELGRAVE DEVELOPMENT REVENUE						
01-0371-0009	Land Sale	0.00	0.00	500,000.00	2,678,530.00	(2,178,530.00)
01-0371-0010	Land Rental	1,300.00	1,300.00	1,300.00	603.08	696.92
01-0371-0013	Other Revenue	4,379.26	0.00	0.00	0.00	0.00
TOTAL 14 - BELGRAVE DEVELOPMENT REVENUE		5,679.26	1,300.00	501,300.00	2,679,133.08	(2,177,833.08)
15 - RESERVE REVENUE						
01-0334-0006	BWS - Asset Management Reserve (Well)	86,500.00	86,500.00	52,200.00	0.00	52,200.00
01-0354-0000	Other Reserves	0.00	0.00	0.00	0.00	0.00
01-0354-0007	Road Reserve	145,000.00	145,000.00	194,500.00	194,500.00	0.00
01-0354-0010	General Reserve	2,000.00	2,000.00	0.00	0.00	0.00
01-0354-0011	Bluevale Road Correction Reserve	0.00	0.00	100,000.00	100,000.00	0.00
01-0354-0012	Waste Disposal Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0013	Fire Reserve	33,550.00	33,550.00	37,500.00	37,500.00	0.00
01-0354-0015	Paving Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0017	Construction Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0018	Equipment Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0025	Belgrave Kinsmen Park Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0026	Main St. Fund Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-0028	Modernization Funds Reserve	26,064.21	26,064.21	0.00	0.00	0.00
01-0354-0029	BMG Renovation Reserve	0.00	0.00	63,500.00	63,500.00	0.00
01-0354-0030	COVID Funds Reserve	0.00	0.00	15,400.00	0.00	15,400.00
01-0354-0031	Contingency Grant Reserve	0.00	0.00	20,000.00	20,000.00	0.00
01-0354-0111	Streetlight Reserve	0.00	0.00	0.00	0.00	0.00
01-0354-9999	Reserve Renenue - Other	0.00	0.00	111,409.00	111,409.13	(0.13)
01-2400-5125	Cannibis Reserve	0.00	0.00	0.00	0.00	0.00
TOTAL 15 - RESERVE REVENUE		293,114.21	293,114.21	594,509.00	526,909.13	67,599.87
20 - OTHER REVENUES						
01-0348-0000	Campaign Account Residue	0.00	0.00	0.00	0.00	0.00
01-0348-0001	Surplus Election Account Funds	0.00	0.00	0.00	0.00	0.00
01-0360-0000	Tax Certificates & Licenses	4,900.00	3,650.00	4,000.00	3,550.00	450.00
01-0362-0000	History Book Sales	57.14	28.57	0.00	57.16	(57.16)
01-0369-0000	Fire Call Recovery	338.08	338.08	0.00	0.00	0.00
01-0369-0010	Fire Levy Rebate - Prior Year	0.00	0.00	0.00	14,205.52	(14,205.52)
01-0371-0000	Willis Development Cost Recovery	18,864.37	18,864.37	19,000.00	0.00	19,000.00
01-0371-0003	Lane Closure Revenue	0.00	0.00	0.00	2,643.67	(2,643.67)

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
01-0371-0012	Chestnut Street Sale	3,010.42	3,010.42	0.00	0.00	0.00
01-0375-0000	Brussels Sewer Project	0.00	4,021.38	0.00	11,961.80	(11,961.80)
01-0382-0000	Bluevale CC - Hall Rentals	325.00	325.00	3,500.00	997.00	2,503.00
01-0391-0000	Misc Licences	3,200.00	3,200.00	2,000.00	3,400.00	(1,400.00)
01-0392-0000	Planning Revenue	10,649.31	8,281.97	14,000.00	10,237.61	3,762.39
01-0392-0001	Planning Revenue - In Lieu of Parkland	4,500.00	4,200.00	3,000.00	600.00	2,400.00
01-0393-0000	Statement Fee	0.00	0.00	0.00	0.00	0.00
01-0394-0000	Zoning Revenue	15,888.00	15,888.00	5,000.00	6,078.00	(1,078.00)
01-0399-0000	Miscellaneous	16,060.07	14,294.92	9,200.00	24,007.07	(14,807.07)
01-0399-0010	Service Line Warranty Royalty	0.00	0.00	0.00	27.30	(27.30)
20	Other	0.00	0.00	0.00	0.00	0.00
TOTAL 20 - OTHER REVENUES		77,792.39	76,102.71	59,700.00	77,765.13	(18,065.13)
TOTAL REVENUE		12,284,722.87	10,844,191.62	13,898,940.00	13,725,089.50	173,850.50
EXPENSE						
E01 - GENERAL GOVERNMENT						
01-0501-0000	Council	52,202.75	37,989.87	96,000.00	48,398.58	47,601.42
TOTAL E01 - GENERAL GOVERNMENT		52,202.75	37,989.87	96,000.00	48,398.58	47,601.42
E02 - ADMINISTRATION						
01-0510-0000	Staff Salaries & Expenses	300,215.25	246,324.92	354,519.00	295,562.91	58,956.09
01-0513-0000	Convention & Staff Training	6,949.71	5,680.44	10,000.00	4,652.60	5,347.40
01-0514-0000	Salaries - Other	1,947.24	1,200.00	2,000.00	2,131.94	(131.94)
01-0516-0000	Pay Administration / Market Check	0.00	0.00	0.00	0.00	0.00
TOTAL E02 - ADMINISTRATION		309,112.20	253,205.36	366,519.00	302,347.45	64,171.55
E03.0 - ADMINISTRATION EXPENSES						
01-0519-0000	Asset Management	19,274.37	16,774.37	20,000.00	16,940.51	3,059.49
01-0520-0000	Election Expenses	1,195.68	1,195.68	20,000.00	4,603.88	15,396.12
01-0522-0000	Office Supplies	11,138.15	10,444.74	15,000.00	11,542.29	3,457.71
01-0523-0000	Computer Maintenance	15,565.71	13,826.73	17,000.00	14,591.94	2,408.06
01-0524-0000	Advertising	2,097.73	1,080.03	3,000.00	1,435.24	1,564.76
01-0525-0000	Computer Equipment/Office/Purchase	12,861.39	7,883.35	5,000.00	5,759.60	(759.60)
01-0526-0000	Office Utilities	9,117.17	7,235.27	9,000.00	7,578.61	1,421.39
01-0536-0000	Insurance	16,267.77	16,267.77	21,000.00	20,770.56	229.44
01-0538-0000	Memberships	2,789.07	2,789.07	3,250.00	2,889.42	360.58
01-0539-0000	Marriage Licences	480.00	480.00	1,000.00	480.00	520.00
01-0540-0000	Legal & Audit	21,291.55	3,119.04	30,000.00	16,034.12	13,965.88
01-0541-0000	Office Cleaning	2,747.99	2,181.11	3,000.00	2,016.37	983.63

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
01-0544-0000	Miscellaneous Expenses	14,580.52	10,152.79	16,000.00	5,209.98	10,790.02
01-0546-0001	Security System	122.11	122.11	300.00	122.11	177.89
01-0547-0000	Office Upgrades	1,489.77	0.00	5,000.00	4,157.52	842.48
01-0662-0000	Health & Safety	1,960.69	919.19	3,500.00	3,326.99	173.01
E03	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E03.0 - ADMINISTRATION EXPENSES		132,979.67	94,471.25	172,050.00	117,459.14	54,590.86
E03.1 - TAXATION						
01-0530-0000	Tax Collection Costs	114.73	114.73	1,000.00	0.00	1,000.00
01-0532-0000	Vancancy Refund	12,449.62	34,387.66	750.00	759.01	(9.01)
01-0533-0000	Assessment Review Board Decision	0.00	0.00	0.00	0.00	0.00
01-0535-0000	Write Offs & Adj	3,783.16	1,713.86	5,000.00	15,149.37	(10,149.37)
TOTAL E03.1 - TAXATION		16,347.51	36,216.25	6,750.00	15,908.38	(9,158.38)
E03.2 - PLANNING & DEVELOPMENT						
01-0514-0002	Economic Development	5,150.00	4,316.70	6,200.00	4,316.70	1,883.30
01-0521-0000	Planning Expenses	40,267.40	32,352.25	40,000.00	25,813.43	14,186.57
01-0521-0009	Community Safety & Wellbeing Plan	7,584.11	7,584.11	5,000.00	0.00	5,000.00
01-0540-0001	Lane Closure Costs	0.00	0.00	0.00	1,119.36	(1,119.36)
01-0554-0005	Lowertown Servicing	5,206.04	3,544.20	0.00	0.00	0.00
01-0663-0012	Bluevale Road Correction	1,877.21	1,322.88	115,000.00	112,117.81	2,882.19
TOTAL E03.2 - PLANNING & DEVELOPMENT		60,084.76	49,120.14	166,200.00	143,367.30	22,832.70
E03.3 - CONSERVATION & SOURCE WATER PROTECTION						
01-0630-0000	MVCA & SVCA Levies	89,255.00	89,255.00	96,252.00	96,252.00	0.00
01-0635-0000	Source Water Protection	7,205.21	0.00	7,200.00	0.00	7,200.00
TOTAL E03.3 - CONSERVATION & SOURCE WATER PROTECTION		96,460.21	89,255.00	103,452.00	96,252.00	7,200.00
E03.4 - EMERGENCY SERVICES						
01-0680-0000	Emergency Services	10,612.93	8,843.77	12,000.00	8,492.94	3,507.06
01-0681-0000	Generator Exp	2,188.80	2,188.80	2,000.00	1,954.44	45.56
TOTAL E03.4 - EMERGENCY SERVICES		12,801.73	11,032.57	14,000.00	10,447.38	3,552.62
E03.5 - HST						
01-0671-0000	HST 5% Recoverable	205,328.99	156,324.67	405,000.00	163,830.73	241,169.27
01-0691-0000	OHST 8% Recoverable	256,400.80	195,223.98	0.00	204,535.06	(204,535.06)
TOTAL E03.5 - HST		461,729.79	351,548.65	405,000.00	368,365.79	36,634.21

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
E03.6 - INTEREST EXPENSE						
01-0550-0000	Interest Expense	41,499.97	23,799.64	41,774.00	20,995.24	20,778.76
TOTAL E03.6 - INTEREST EXPENSE		41,499.97	23,799.64	41,774.00	20,995.24	20,778.76
E04 - PROTECTION OF PERSONS & PROPERTY						
01-0610-0000	Fire Protection	342,210.08	257,752.07	361,354.00	287,593.66	73,760.34
01-0651-0000	Police Service	490,824.00	327,216.00	483,576.00	322,384.00	161,192.00
TOTAL E04 - PROTECTION OF PERSONS & PROPERTY		833,034.08	584,968.07	844,930.00	609,977.66	234,952.34
E05 - ANIMAL CONTROL						
01-0650-0000	Canine Control	7,778.82	4,997.23	12,500.00	3,388.88	9,111.12
01-0660-0000	Livestock Claims	4,929.98	3,729.98	2,000.00	1,888.80	111.20
TOTAL E05 - ANIMAL CONTROL		12,708.80	8,727.21	14,500.00	5,277.68	9,222.32
E06 - CROSS BORDER UTILITIES						
01-0529-0000	NH Water/Sewer	43,756.00	36,313.04	45,000.00	38,510.08	6,489.92
01-0531-0000	HE Water/Sewer	76,181.20	73,681.20	75,000.00	78,791.21	(3,791.21)
TOTAL E06 - CROSS BORDER UTILITIES		119,937.20	109,994.24	120,000.00	117,301.29	2,698.71
E07 - GRANTS						
01-0542-0000	Grants	2,030.00	1,950.00	2,030.00	1,960.00	70.00
01-0542-0001	Physician Recruitment	7,984.00	5,392.00	6,784.00	2,592.00	4,192.00
01-0542-0002	Cemetery Grant & Commitments	5,034.00	0.00	6,434.00	(1,777.79)	8,211.79
01-0542-0010	Early Investments in Education	0.00	0.00	0.00	250.00	(250.00)
TOTAL E07 - GRANTS		15,048.00	7,342.00	15,248.00	3,024.21	12,223.79
E08 - RECREATION EXPENSE						
01-0582-0000	Bluevale CC - Hall Rentals	325.00	0.00	3,500.00	400.00	3,100.00
01-0721-0000	Recreation Contributions & Commitments	88,927.88	73,927.88	314,421.00	186,486.44	127,934.56
01-0723-0000	Bluevale Hall Exp	968.52	718.52	4,600.00	153.80	4,446.20
TOTAL E08 - RECREATION EXPENSE		90,221.40	74,646.40	322,521.00	187,040.24	135,480.76
E09 - BELGRAVE DEVELOPMENT						
01-0663-0009	Belgrave Dev - Loan Pmt	64,934.59	32,504.52	64,933.00	32,504.52	32,428.48
01-0663-0010	Consultants & Carrying Costs	33,081.53	35,960.90	54,800.00	66,595.40	(11,795.40)
01-0663-0011	Belgrave Development, Infrastructure	0.00	0.00	300,000.00	44,277.26	255,722.74
TOTAL E09 - BELGRAVE DEVELOPMENT		98,016.12	68,465.42	419,733.00	143,377.18	276,355.82

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
E10 - STREETLIGHTS						
01-0528-0000	Streetlight Energy & Repairs	36,177.67	9,040.44	36,050.00	9,376.88	26,673.12
TOTAL E10 - STREETLIGHTS		36,177.67	9,040.44	36,050.00	9,376.88	26,673.12
E11 - MUNICIPAL DRAINAGE						
01-0616-0000	Municipal Drain Capital Expenditures	0.00	0.00	484,800.00	0.00	484,800.00
01-0620-0000	Drainage Superintendent	42,440.57	27,141.86	67,085.00	20,583.32	46,501.68
01-0621-0000	Municipal Drain Maintenance	0.00	0.00	315,000.00	0.00	315,000.00
TOTAL E11 - MUNICIPAL DRAINAGE		42,440.57	27,141.86	866,885.00	20,583.32	846,301.68
E12 - BUILDING DEPARTMENT						
01-2400-0000	Building Department	301,062.48	220,416.58	191,818.00	142,075.25	49,742.75
TOTAL E12 - BUILDING DEPARTMENT		301,062.48	220,416.58	191,818.00	142,075.25	49,742.75
E13 - PROPERTY STANDARDS						
01-2410-0000	Property Standards	8,872.19	5,219.36	13,315.00	6,488.18	6,826.82
TOTAL E13 - PROPERTY STANDARDS		8,872.19	5,219.36	13,315.00	6,488.18	6,826.82
E14 - PARK & CEMETERY MAINTENANCE						
01-0667-0000	Park Maintenance	9,815.88	8,946.23	14,000.00	9,956.14	4,043.86
01-0674-0000	Cemeteries	1,769.82	1,769.82	2,500.00	2,324.84	175.16
TOTAL E14 - PARK & CEMETERY MAINTENANCE		11,585.70	10,716.05	16,500.00	12,280.98	4,219.02
E15 - WATER SYSTEMS						
01-0675-0000	Belgrave Water System	181,297.43	130,982.18	166,400.00	103,359.87	63,040.13
TOTAL E15 - WATER SYSTEMS		181,297.43	130,982.18	166,400.00	103,359.87	63,040.13
E16 - LANDFILL						
01-0700-0000	Landfill	428,385.51	341,095.72	463,161.00	333,319.22	129,841.78
TOTAL E16 - LANDFILL		428,385.51	341,095.72	463,161.00	333,319.22	129,841.78
E17 - ROADS DEPARTMENT						
01-0800-0000	Roads Department	4,487,461.62	3,305,601.06	4,850,105.00	3,514,778.96	1,335,326.04
TOTAL E17 - ROADS DEPARTMENT		4,487,461.62	3,305,601.06	4,850,105.00	3,514,778.96	1,335,326.04

General Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
E18 - RESERVE CONTRIBUTIONS						
01-0542-0100	Grants - Contrib to Reserve	20,000.00	20,000.00	0.00	0.00	0.00
01-0580-0000	General Working Reserve	189,110.88	50,000.00	25,000.00	25,000.00	0.00
01-0651-0001	Policing - Contrib to Reserve	12,751.91	10,000.00	1,401.00	1,401.00	0.00
01-0663-0004	Belgrave Dev Surplus to Reserve	0.00	0.00	0.00	0.00	0.00
01-0663-0008	Contrib to Reserve	0.00	0.00	81,567.00	0.00	81,567.00
01-0675-0001	BWS - Contribution to Reserve	80,004.66	0.00	0.00	60,000.00	(60,000.00)
01-0675-0015	BWS Asset Management	6,135.00	6,135.00	66,135.00	6,135.00	60,000.00
01-0675-0021	BWS - New Well Reserve	0.00	0.00	0.00	0.00	0.00
01-0700-0024	Landfill Perpetual Care Reserve	11,466.70	10,000.00	11,300.00	10,000.00	1,300.00
01-0700-0035	Landfill Transfer to Reserve	50,000.00	0.00	0.00	0.00	0.00
01-0721-0001	Recreation Contrib to Reserve	71,750.00	71,750.00	0.00	0.00	0.00
01-0750-0000	Reserves - Other	37,000.00	0.00	0.00	0.00	0.00
01-0936-0001	Roads Asset Management	36,000.00	36,000.00	36,000.00	36,000.00	0.00
01-0936-0002	Roads - Bridges & Culverts	108,000.00	100,000.00	200,000.00	200,000.00	0.00
01-0936-0003	Roads - Equipment	100,000.00	100,000.00	150,000.00	150,000.00	0.00
01-0936-0004	Roads - Gravel	50,000.00	0.00	0.00	0.00	0.00
01-0936-0005	Roads - Federal Gas Tax	111,409.13	0.00	0.00	0.00	0.00
01-0936-0010	Roads - Mun Modernization (Radio)	31,500.00	0.00	0.00	0.00	0.00
TOTAL E18 - RESERVE CONTRIBUTIONS		915,128.28	403,885.00	571,403.00	488,536.00	82,867.00
E19 - OTHER PROGRAMS						
01-0552-0014	Modernization Fund Expenses	22,955.22	0.00	0.00	0.00	0.00
01-0999-0000	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E19 - OTHER PROGRAMS		22,955.22	0.00	0.00	0.00	0.00
E20 - COUNTY & SCHOOL BOARD LEVIES						
01-0760-0000	County Levy	2,403,161.07	1,805,666.00	2,487,117.00	1,885,845.91	601,271.09
01-0770-0000	Public School Board Levy	942,946.14	707,209.61	1,127,509.00	726,690.76	400,818.24
01-0772-0000	Seperate School Board Levy	150,483.61	112,862.70	0.00	114,079.19	(114,079.19)
01-0780-0000	French Education Levy	581.19	0.00	0.00	(18.04)	18.04
TOTAL E20 - COUNTY & SCHOOL BOARD LEVIES		3,497,172.01	2,625,738.31	3,614,626.00	2,726,597.82	888,028.18
TOTAL EXPENSES		12,284,722.87	8,880,618.63	13,898,940.00	9,546,936.00	4,352,004.00
EXCESS REVENUE OVER (UNDER) EXPENSES		0.00	1,963,572.99	0.00	4,178,153.50	(4,178,153.50)

Roads Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
REVENUE						
01 - ROAD REVENUE						
01-0325-0000	Road Revenue	11,066.80	8,218.71	85,000.00	6,340.00	78,660.00
01-0325-0003	Packer, Pickup & Wage Allocation from Land	54,000.00	52,000.00	0.00	61,666.70	(61,666.70)
01-0325-0005	Equipment Trade In	0.00	0.00	0.00	0.00	0.00
TOTAL 01 - ROAD REVENUE		65,066.80	60,218.71	85,000.00	68,006.70	16,993.30
02 - GRANT REVENUE						
01-0320-0005	Federal Gas Tax	217,464.60	217,464.60	106,055.00	55,438.09	50,616.91
01-0320-0006	ICIP - Investing in Canada Infrastructure	1,429,394.19	379,567.88	1,265,209.00	364,597.88	900,611.12
01-0320-0007	Mun Modernization Intake 2 (Radios)	31,500.00	0.00	58,500.00	0.00	58,500.00
01-0320-0030	Ont Community Infrastructure Fund	120,830.00	120,830.00	232,257.00	193,547.00	38,710.00
TOTAL 02 - GRANT REVENUE		1,799,188.79	717,862.48	1,662,021.00	613,582.97	1,048,438.03
03 - MACHINERY RENTALS						
01-0900-0000	Machinery Rental Budget	0.00	0.00	300,000.00	0.00	300,000.00
01-0900-0010	09-02 John Deere Grader	26,812.50	23,302.50	0.00	13,503.75	(13,503.75)
01-0900-0040	06-04 Volvo Grader	22,620.00	15,665.00	0.00	34,726.25	(34,726.25)
01-0900-0070	16-05 International Tandem	22,207.50	17,865.00	0.00	24,255.00	(24,255.00)
01-0900-0080	01-12 New Holland Tractor	2,250.00	2,250.00	0.00	0.00	0.00
01-0900-0090	15-10 Caterpillar Backhoe	15,052.50	14,130.00	0.00	10,350.00	(10,350.00)
01-0900-0150	09-18 Chipper	2,857.50	2,857.50	0.00	1,237.50	(1,237.50)
01-0900-0160	10-15 Utility Trailer	0.00	0.00	0.00	0.00	0.00
01-0900-0170	13-03 John Deere Grader	56,420.00	50,407.50	0.00	44,460.00	(44,460.00)
01-0900-0180	17-14 Ford Pickup	10,575.00	9,112.50	0.00	7,560.00	(7,560.00)
01-0900-0190	-18 Water Tank	0.00	0.00	0.00	0.00	0.00
01-0900-2000	17-01 John Deere Grader	57,330.00	50,862.50	0.00	48,035.00	(48,035.00)
01-0900-2100	18-18 2018 Ford F150 Pickup	4,252.50	2,902.50	0.00	6,525.00	(6,525.00)
01-0900-2200	18-11 2018 John Deere Backhoe	14,760.00	12,960.00	0.00	9,810.00	(9,810.00)
01-0900-2300	18-06 2018 International Tandem	30,577.50	25,312.50	0.00	26,010.00	(26,010.00)
01-0900-2400	18-16 2018 Ferris Lawn Mower	0.00	0.00	0.00	0.00	0.00
01-0900-2500	19-08 2019 Ford F150	20,812.50	16,267.50	0.00	18,675.00	(18,675.00)
01-0900-2600	19-19 2019 Brushing Attachment	45.00	45.00	0.00	270.00	(270.00)
01-0900-2700	19-07 2019 Ford F550	16,875.00	14,557.50	0.00	9,675.00	(9,675.00)
01-0900-2800	20-20 2020 Ford Pickup	0.00	0.00	0.00	0.00	0.00
01-0900-2900	Rental Grader	8,320.00	4,680.00	0.00	10,497.50	(10,497.50)
TOTAL 03 - MACHINERY RENTALS		311,767.50	263,177.50	300,000.00	265,590.00	34,410.00
04 - RESERVE REVENUE						
01-0354-0007	Road Reserve	145,000.00	145,000.00	194,500.00	194,500.00	0.00

Roads Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
01-0354-0019	Federal Gas Tax Reserve	0.00	0.00	111,409.00	111,409.13	(0.13)
TOTAL 04 - RESERVE REVENUE		145,000.00	145,000.00	305,909.00	305,909.13	(0.13)
TOTAL REVENUE		2,321,023.09	1,186,258.69	2,352,930.00	1,253,088.80	1,099,841.20
EXPENSE						
E01 - ROAD MAINTENANCE						
01-0805-0000	Bridges & Culverts	5,547.63	4,664.42	5,000.00	2,141.23	2,858.77
01-0807-0000	Bridge Washing	15,264.00	15,264.00	15,000.00	17,137.09	(2,137.09)
01-0810-0000	Grass Mowing	57,344.90	57,344.90	58,000.00	52,673.52	5,326.48
01-0815-0000	Brush, Trim Trees	128,506.26	111,771.40	100,000.00	68,160.80	31,839.20
01-0820-0000	Ditching	13,221.69	12,575.24	20,000.00	9,319.86	10,680.14
01-0824-0000	Urban Storm Sewer	0.00	0.00	1,000.00	1,101.19	(101.19)
01-0825-0000	Debris & Litter	18,294.43	15,340.61	15,000.00	11,120.29	3,879.71
01-0826-0000	Hard Top Patch	0.00	0.00	0.00	0.00	0.00
01-0830-0000	Patching & Washouts	33,002.10	14,224.58	25,000.00	18,580.01	6,419.99
01-0835-0000	Grading	83,812.85	73,056.33	100,000.00	75,097.68	24,902.32
01-0836-0000	Boundary Road	6,619.68	5,010.82	0.00	0.00	0.00
01-0840-0000	Dust Layer	160,974.81	160,974.81	170,000.00	188,790.28	(18,790.28)
01-0845-0000	Gravel Resurface	390,958.26	390,958.26	450,000.00	422,184.16	27,815.84
01-0850-0000	Snow Removal	112,904.59	86,235.05	150,000.00	121,285.95	28,714.05
01-0855-0000	Sanding & Salting	73,626.62	59,681.31	100,000.00	54,449.55	45,550.45
01-0856-0000	Ice Blading	30,606.45	15,988.28	40,000.00	20,097.97	19,902.03
01-0860-0000	Winter Standby	0.00	0.00	0.00	0.00	0.00
01-0865-0000	Safety Devices	52,767.82	46,801.29	50,000.00	48,827.17	1,172.83
01-0870-0000	Maintenance Overhead	592,144.25	485,424.92	550,000.00	540,227.62	9,772.38
01-0977-0000	Misc Construction	0.00	0.00	0.00	0.00	0.00
01-0977-0006	Sidewalk Maintenance	0.00	0.00	2,000.00	153.41	1,846.59
01-0980-0000	Municipal Drains	21,878.33	15,304.07	30,000.00	3,157.21	26,842.79
TOTAL E01 - ROAD MAINTENANCE		1,797,474.67	1,570,620.29	1,881,000.00	1,654,504.99	226,495.01
E02 - EQUIPMENT PURCHASES						
01-0926-0000	Pickup Truck Purchase	0.00	0.00	0.00	0.00	0.00
01-0927-0004	Roller/Packer for Grader	0.00	0.00	10,000.00	8,649.60	1,350.40
01-0928-0005	Radio System Upgrade	0.00	0.00	120,000.00	127,281.12	(7,281.12)
01-0960-0000	Machinery Fuel, Repairs & Maintenance	233,542.62	157,717.27	210,000.00	253,520.41	(43,520.41)
E02	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E02 - EQUIPMENT PURCHASES		233,542.62	157,717.27	340,000.00	389,451.13	(49,451.13)
E03 - ROAD CONSTRUCTION						

Roads Budget

for Period Ending OCT 18,2022

Account	Description	Prev Total Actual	Prev YTD Actual	Curr Budget	Curr YTD Actual	Budget Remaining
01-0975-0006	Glenannon Rd Paving	287,212.11	272,190.88	150,000.00	169,445.73	(19,445.73)
01-0975-0007	Huron-Bruce Rd Paving	83,699.51	83,699.51	0.00	0.00	0.00
01-0976-0004	Clyde Line - Paving	284,655.30	256,474.72	460,000.00	453,010.54	6,989.46
01-0977-0001	Belgrave Storm Sewer	0.00	0.00	20,000.00	13,544.26	6,455.74
01-0977-0005	Morris Yard Paving	19,445.09	17,594.57	0.00	0.00	0.00
01-0977-0011	Salem & Holms Paving	186,485.81	186,485.81	75,000.00	84,690.64	(9,690.64)
01-0977-0013	Turnberry Culross Paving	0.00	0.00	0.00	0.00	0.00
01-0977-0014	C-Line Spill Site Clean Up	0.00	(544.50)	0.00	0.00	0.00
E03	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E03 - ROAD CONSTRUCTION		861,497.82	815,900.99	705,000.00	720,691.17	(15,691.17)
E04 - BRIDGE WORK						
01-0976-0008	Moncrieff Rd Bridge (M060)	4,375.68	4,375.68	15,000.00	4,289.30	10,710.70
01-0976-0009	Blind Line Bridge (M230)	1,578,138.80	764,990.04	1,389,105.00	414,034.92	975,070.08
01-0976-0012	Jamestown Bridge (M250)	0.00	(2,737.75)	0.00	0.00	0.00
01-0976-0013	B-Line Bridge (T030)	0.00	(5,265.46)	0.00	0.00	0.00
01-0976-0016	McCall Line Culvert (M020)	12,432.03	0.00	500,000.00	331,807.45	168,192.55
01-0994-0000	Roads Needs Study	0.00	0.00	20,000.00	0.00	20,000.00
04	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E04 - BRIDGE WORK		1,594,946.51	761,362.51	1,924,105.00	750,131.67	1,173,973.33
E05 - RESERVE CONTRIBUTION						
01-0936-0000	Road Reserve	37,000.00	0.00	0.00	0.00	0.00
01-0936-0001	Asset Management	36,000.00	36,000.00	36,000.00	36,000.00	0.00
01-0936-0002	Reserve - Bridges & Culverts	108,000.00	100,000.00	200,000.00	200,000.00	0.00
01-0936-0003	Reserve - Equipment	100,000.00	100,000.00	150,000.00	150,000.00	0.00
01-0936-0004	Reserve - Gravel, Winter Damage	50,000.00	0.00	0.00	0.00	0.00
01-0936-0005	Reserve - Federal Gas Tax	111,409.13	0.00	0.00	0.00	0.00
01-0936-0010	Reserve - Mun Modrn Fund (Radio)	31,500.00	0.00	0.00	0.00	0.00
TOTAL E05 - RESERVE CONTRIBUTION		473,909.13	236,000.00	386,000.00	386,000.00	0.00
E99 - OTHER						
01-0800-0001	Other	0.00	0.00	0.00	0.00	0.00
TOTAL E99 - OTHER		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENSES		4,961,370.75	3,541,601.06	5,236,105.00	3,900,778.96	1,335,326.04
EXCESS REVENUE OVER (UNDER) EXPENSES		(2,640,347.66)	(2,355,342.37)	(2,883,175.00)	(2,647,690.16)	(235,484.84)

Municipality of Morris-Turnberry
Belgrave Development Cost Summary & Projections

	2018 Actual	2019 Actual	2020 Actual	2021 Actuals	2022 Projected	Total Actuals & Projections
Belgrave Development Expenses:						
Property Acquisition	869,786.66	-	-	-	-	869,786.66
<u>Carrying Costs:</u>						
Bank Loan Interest	2,410.28	29,325.01	19,517.36	-	-	51,252.65
Hydro	-	1,551.57	1,186.72	1,205.56	779.46	4,723.31
Property Taxes	-	5,295.05	5,730.15	1,362.82	403.00	12,791.02
Public Meetings	-	769.85	-	-	-	769.85
Misc. (Grass Cutting)	-	675.80	427.42	1,120.79	936.77	3,160.78
Land Sale Expenses	-	-	-	-	62,002.13	62,002.13
<u>Development Costs:</u>						
Consultant, Engineering & Studies	-	53,325.29	66,301.27	29,392.36	2,474.04	151,492.96
Servicing (Rds., Hydro, Water) - Extend Road, BWS Connection	-	-	-	-	44,277.26	44,277.26
Extend Jane St. to Cemetery	-	-	-	-	40,000.00	40,000.00
Total Development Costs	872,196.94	90,942.57	93,162.92	33,081.53	150,872.66	1,089,383.96
Loan Repayments:						
Infrastructure Ont Loan - Principal & Interest	-	-	-	64,934.59	64,933.24	973,863.93
Total Loan Payments	-	-	-	64,934.59	64,933.24	973,863.93
Contribution to Reserves						
Contribution to Road Reserve						-
Surplus to Reserve	-	-	-	-		-
Total Contributions to Reserve	-	-	-	-	-	-
Total Expenses	872,196.94	90,942.57	93,162.92	98,016.12	215,805.90	2,214,120.55

Belgrave Development Revenues:						
Land Rental	-	2,600.00	1,300.00	1,300.00	603.08	5,803.08
Property Tax Rebate	-	-	-	4,379.26	-	4,379.26
Sale of Lot #1	-	-	-	-	335,000.00	335,000.00
Sale of Lot #2	-	-	-	-	100,000.00	100,000.00
Sale of Lot #3	-	-	-	-	200,530.00	200,530.00
Sale of Development Lot	-	-	-	-	921,500.00	921,500.00
Sale of House	-	-	-	-	1,121,500.00	1,121,500.00
Total Operating Revenue	-	2,600.00	1,300.00	5,679.26	2,679,133.08	2,688,712.34
Loan Revenue						
Ontario Infrastructure Loan	-	-	850,000.00	-	-	850,000.00
Total Loan Revenue	-	-	850,000.00	-	-	850,000.00
Grant Revenue						
Modernization Funds	-		-	-	-	-
Total Grant Revenue	-	-	-	-	-	-
Reserve Revenue						
Withdrawal From Belgrave Development Reserve	-	-	-	-	-	-
Total Reserve Revenue	-	-	-	-	-	-
Total Revenues	-	2,600.00	851,300.00	5,679.26	2,679,133.08	3,538,712.34
Total Expenditures	872,196.94	90,942.57	93,162.92	98,016.12	215,805.90	2,214,120.55
Net Cost to Municipality	872,196.94	88,342.57	(758,137.08)	92,336.86	(2,463,327.18)	(1,324,591.79)

Note for Loan Revenue:

2018 - \$850,000 in Reserves used to Purchase Property

2019 - \$850,000 Short Term CIBC Bank Loan Recognized in 2019 & Reserves Repaid

2020 - \$850,000 Short Term CIBC Bank Loan Refinanced with Infrastructure Ontario in 2020

Only Final IO Loan entered into schedule above



County of Huron

1 Courthouse Square
Goderich, Ontario N7A 1M2
www.HuronCounty.ca
huronadmin@huroncounty.ca
Phone: 519.524.8394
Toll Free: 1.888.524.8394



**Choices for Change and
Resilience Huron Perth**

10 Downie Street, 3rd Floor
Stratford, ON N5A 7K4
support@choicesforchange.ca
Phone: 519.271.6730
Toll Free: 1.877.218.0077

**Joint Media Release
For Immediate Release**

October 24, 2022

County of Huron partners with Choices for Change Alcohol, Drug & Gambling Counselling Centre for the Out of the Cold emergency shelter.

Huron County, Ontario – The Out of the Cold emergency shelter will reopen for the 2022/23 season on November 15 under the management of Choices for Change. The shelter continues to be located at the Lakeshore United Church in Goderich.

Since 2020, the Out of the Cold emergency shelter has been funded and managed by the County of Huron, and operated with multiple partners including Lakeshore United Church. This change in management means that the County of Huron will continue to contribute funding and provide support for the shelter, while Choices for Change will manage the shelter's day-to-day operations.

"Our team is still significantly and meaningfully involved in the emergency shelter and in multiple other efforts to address and prevent homelessness in Huron County," said Barbara Hall, Director of Social and Property Services. "We are taking a collaborative approach, which includes a County led Coordinated Access program. The shelter is just one example of this collaborative effort in action."

The Heart to Home Stability team, who also form the shelter team, are committed to ongoing work in supporting those who have been housed and those still working

towards their housing goals. This team operates from a Housing First perspective and are an important resource in the County's Coordinated Access Program. The team collaborates with agency partners across the County to help people access housing and ensure their move to a home is safe and secure.

"Our organization is excited about continuing our involvement with this very important service in partnership with the County of Huron. The guests of the program are managing a number of complex issues and having a safe place to access the necessary supports, can make all the difference." said Catherine Hardman, Chief Executive Officer, Choices for Change/Resilience Huron Perth

Shelter details:

Opening Date: November 15, 2022

Hours: 7pm – 8 am daily (No admission after 10pm)

Location: Lakeshore United Church, 56 North Street, Goderich (Front Door Entrance)

Learn more:

Learn more about Choices for Change: <https://choicesforchange.ca/>

Learn more about the many ways the County of Huron is working to prevent and address homelessness in Huron County: <https://www.huroncounty.ca/social-services/housing>

~30~

County of Huron

Spokesperson: Glen McNeil, Warden

519.524.8394 x3224

warden@huroncounty.ca

Choices for Change

Spokesperson: Elise Metcalf, Director of Housing and Congregate Care

519.271.6730 x305

emetcalf@choicesforchange.ca

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2022-4624

October 25, 2022

Good afternoon,

On October 25, 2022, our government released [More Homes Built Faster: Ontario's Housing Supply Action Plan 2022-2023](#) that proposes bold and transformative action to get 1.5 million homes built over the next 10 years.

Details about the range of measures in our plan can be found in the [news release here](#).

The More Homes Built Faster Plan proposes policies and tools that reflect recommendations from the [Housing Affordability Task Force Report](#) and builds on [More Homes, More Choice](#) and the [More Homes for Everyone Plan](#). Our plan also draws on many elements from AMO's 2022 A Blueprint for Action: An Integrated Approach to Address the Ontario Housing Crisis and ROMA's 2022 Task Force Report on Attainable Housing and Purpose-Built Rentals. These changes are providing a solid foundation to address Ontario's housing supply crisis over the long term and will be supplemented by continued action in the future.

Our government has also introduced the More Homes Built Faster Act, 2022, and is seeking feedback on the changes proposed under the legislation and associated regulations. Additionally, various housing and land use policy reviews – including a housing-focused policy review of A Place to Grow and the Provincial Policy Statement, with a theme of supporting rural and northern housing – are being undertaken to identify and remove barriers to getting more homes built. These and other related consultations can be found through the [Environmental Registry of Ontario and the Ontario Regulatory Registry](#).

We encourage you share this information with senior staff in the municipality and to inform the newly elected head of council and council members. Our government is building a strong foundation for action that will continue to ensure Ontario is a prosperous and growing province – and the best place in the world to call home. We look forward to continued collaboration with our municipal partners to get more homes built faster.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

- c. The Honourable Michael Parsa, Associate Minister of Housing
Kate Manson-Smith, Deputy Minister
Ryan Amato, Chief of Staff, Minister's Office
Joshua Paul, Assistant Deputy Minister, Housing Division
Municipal Chief Administrative Officers



21341 Roxberg Line
RR1 Seaforth
NOK 1W0

Dear Members of
Morris Turnberry Council

A brief report to each Municipality in Huron County, to
follow up the Huron County 2022 Plowing Match.

Brian and Annette McKenzie hosted the 2 day event
Aug. 18 and 19, 2022 at their home "Amalgamation Acres"
in Morris Turnberry

Warden Glen McNeil cohosted the event.

43 Plow people, both local and visiting competed in the
various plow classes.

Of our local competitors, Brian McGavin was top plow
person in the Senior division, with Chris Baker topping the
Junior division.

Special Awards were presented throughout the banquet.

One recently established HCPA award, a \$500 scholarship
was presented to Dugald McIntosh.

As well six young people were presented with the
\$2000 scholarship established by the JPH 2017 committee.

We are thankful to all who assisted us in any
way to be able to host this match after these
"Covid" years.

Thank you.

To those who provided monetary sponsorship
Thank you. All monies received was used to
defray expenses, incurred.

HCPA very much appreciates all those who
attended our busy 2 day event.

Chosen our 2022-23 Huron County Queen of the
Furrow is Luanne McGregor. Gillian Shortreed is our
2022-23 Princess of the Furrow.

Please welcome these young women to any event
you may be hosting.

Maja Rodew
tree

Oct 23/22

ONTARIO ENERGY BOARD NOTICE TO CUSTOMERS OF ENBRIDGE GAS INC.

Enbridge Gas Inc. has applied to raise its natural gas rates effective April 1, 2023, to recover costs associated with the *Greenhouse Gas Pollution Pricing Act* and the *Ontario Emissions Performance Standards*, and to recover certain related account balances and other changes.

Learn more. Have your say.

Enbridge Gas Inc. has applied to the Ontario Energy Board for approval to increase its rates effective April 1, 2023, to recover the costs associated with meeting its obligations under the *Greenhouse Gas Pollution Pricing Act* and the regulations under the *Ontario Emissions Performance Standards*. Enbridge Gas Inc. has also applied to recover from customers the balances in the related deferral and variance accounts and to establish a common Facility Carbon Charge for all customers, effective January 1, 2024.

The federal government's *Greenhouse Gas Pollution Pricing Act* establishes a carbon pricing program under which a natural gas utility in Ontario, such as Enbridge Gas Inc., is required to pay a carbon charge to the federal government for emissions from the natural gas that it delivers to its customers, and for excess emissions from the operation of Enbridge Gas Inc.'s natural gas distribution system. The federal carbon charge came into effect on April 1, 2019, increased on April 1, 2020, April 1, 2021, and on April 1, 2022, and will increase again on April 1, 2023.

The Ontario Emissions Performance Standards program is the Ontario government's carbon pricing system for industrial emitters that will come into effect on January 1, 2022, and replaces the federal government's Output-Based Pricing System in Ontario.

Enbridge Gas Inc. says that if its application is approved as filed, it will have the following bill impacts:

- A typical residential customer in the EGD rate zone (former customers of Enbridge Gas Distribution Inc.) will see a bill increase of \$63.59 beginning April 1, 2023. This is composed of a \$62.42 yearly bill increase arising from the 2023 carbon charges, plus a one-time charge of \$1.17, to recover the balances in the related deferral and variance accounts.
- A typical residential customer in the Union South rate zone (former customers of Union Gas Limited), will see a bill increase of \$57.66 beginning April 1, 2023. This is composed of a \$57.24 yearly bill increase from the 2023 carbon charges, plus a one-time charge of \$0.42, to recover the balances in the related deferral and variance accounts.
- A typical residential customer in the Union North rate zone (former customers of Union Gas Limited), will see a bill increase of \$57.77 beginning April 1, 2023. This is composed of a \$57.24 yearly bill increase from the 2023 carbon charges, plus a one-time charge of \$0.53, to recover the balances in the related deferral and variance accounts.

Other customers, including businesses, may be affected.

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider the application filed by Enbridge Gas Inc. (Enbridge Gas). During the hearing, which could be an oral or written hearing, we will question Enbridge Gas on its application. We will also hear questions and arguments from individuals that have registered to participate (called intervenors) in the OEB's hearing.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review Enbridge Gas's application on the OEB's website now
- You can file a letter with your comments, which will be considered during the hearing
- You can become an intervenor. As an intervenor you can ask questions about Enbridge Gas's application and make arguments on whether the OEB should approve Enbridge Gas's request. Apply by **November 8, 2022** or the hearing will go ahead without you and you will not receive any further notice of the proceeding
- At the end of the process, you can review the OEB's decision and its reasons on our website

LEARN MORE

Our file number for this case is **EB-2022-0194**. To learn more about this hearing, find instructions on how to file a letter with your comments or become an intervenor, or to access any document related to this case, please enter the file number **EB-2022-0194** on the OEB website: www.oeb.ca/participate. You can also phone our Public Information Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. Enbridge Gas has applied for a written hearing. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **November 8, 2022**.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This rate hearing will be held under section 36 of the Ontario Energy Board Act, 1998, S.O. 1998, c.15 Schedule B.



Ontario
Energy
Board | Commission
de l'énergie
de l'Ontario

Good News

National Truth and Reconciliation Week (NTRW) and Orange Shirt Day

Schools and offices across the board acknowledged NTRW and the National Day for Truth and Reconciliation by wearing orange shirts, bracelets, etc. on Friday September 30. Staff and students participated in a variety of activities to reflect on the legacy of residential schools and honour residential school survivors, their families and communities. [Watch the video!](#)

A Return to Professional Learning for Administrators

Chair Nancy Rothwell was pleased to share that she, along with a few other Trustees, attended a conference for Principals and Vice Principals in London on October 6 and 7. The conference was called "The Connected Leader" and showcased keynote speaker [Dr. Jody Carrington](#) and [motivational speaker Saidat](#). She was pleased to see administrators together for two days of learning and although Dr. Carrington joined the conference remotely, her energy was felt in the room!

SDSS Eco Club Helps Voters Get to Know Municipal Election Candidates

Trustee Laura Bisutti was happy to share that the Stratford District SS Eco Club put together [a website](#) with information about all Stratford municipal election candidates (mayor, councillor, school board trustee). It included a set list of questions and a restriction of no more than 100 words per response. The website was highlighted in a newspaper article and was shared widely to help voters learn more about the candidates.

Stratford Beacon Herald Article: [Stratford high-schoolers hoping to educate voters about Stratford election](#)

Shout Out to Parents/Guardians

Trustee Laura Bisutti wished to acknowledge all of the parents/guardians who attend meetings to provide input on activities in schools and across the board. She applauded school council, Parent Involvement Committee (PIC) and other committee members.

Students and Staff Brave Poor Weather for Regional Cross Country

Vice Chair Robert Hunking expressed his admiration for the staff and students around the board who participated in the Regional Cross Country meet on October 20. The weather was less than desirable, and staff, students, and those cheering them on showed resilience and grit as they forged ahead. Many of them qualified for the next round of competition. Congratulations!

Staff Presentation

Director Lisa Walsh and the senior team presented the 2022-2023 Director's Work Plan. The team explained that the plan is organized to align with the [2020-2024 Strategic Plan](#) and the [Equity, Diversity and Inclusivity Action Plan](#). The full plan can be viewed on the [Director's Work Plan page](#).

Student Trustee Update

Student Trustee Alex Dolmage provided an update. One item was brought on behalf of Student Trustee Abigail Peel. He shared that Abigail attended the Student Trustee organization (OSTA-AECO) Fall General Meeting from October 20 to 23. The event included a keynote speech from the Minister of Education (Stephen Lecce), as well as a number of guest speakers, including Cathy Abraham from OPSBA (Ontario Public School Board Association) and Joanne Walsh from OPHEA (Ontario Physical and Health Education Association). Alex shared that the Student Senate has planned three working groups: 1) Health and well-being (focusing on body image issues), 2) Environment and sustainability (focusing on e-waste), and 3) Equity and diversity (focusing on Indigenous education). In addition, the Senate is in the process of a number of communications improvements with the schools represented by senate members, both through social media posts and the creation of introduction videos from senators to their prospective schools and feeder schools.

Chair Update

Chair Nancy Rothwell shared that she attended the October 19 Parent Involvement Committee (PIC) meeting. Heather Hirdes (Mental Health and Well-being Lead) shared a presentation about the Mental Health Engagement Strategy which includes student and parent/guardian representatives at the school level. They also received a brief update on de-streaming, tutoring supports, and the municipal election and the importance of voting. Key takeaways were developed for sharing back at school council meetings.

Senior Staff Updates

Mental Health Liaison

Superintendent Laura Marotta reported one of the approaches from the Mental Health Engagement Strategy is the recruitment of a Mental Health Liaison is a staff member in each school. These individuals participated in a virtual learning opportunity earlier in October and will be responsible for bolstering awareness about mental health and well-being initiatives. They will also connect with parent/guardian and student representatives to increase the awareness and help plan in-school activities.

AMDSB Invites Municipal Partners to Follow-Up Meeting

Superintendent Cheri Carter shared that in response to feedback received at the annual municipal partners' meeting in June, an invitation was extended to the group to meet with Watson & Associates to discuss local demographics.

Future Board Meetings

Meetings that include Regular Sessions will be hosted in person at the Education Centre in Seaforth (62 Chalk St. N.) with the option for connecting online. Members of the public are welcome to attend the Regular Board Meeting sessions (in person or online). Meeting details (including online meeting links and agenda packages) are posted on the [Board Meeting page](#).

- Tuesday, November 8, 2022: Committee of the Whole, Open Session
- Tuesday, November 15, 2022: Inaugural Meeting at 4:30 p.m.
- Tuesday, November 29, 2022: Committee of the Whole, Closed Session at 4:30 p.m. and Regular Board Meeting at 6:00 p.m.

Future Meetings/Events with Trustee Representation

- Special Education Advisory Committee – Wednesday, November 2, 2022 at 4:00 p.m.
- New Trustee Orientation – Monday, November 7, 2022 at 5:30 p.m.
- Audit Committee – Wednesday, November 9, 2022 at 5:00 p.m.
- Equity Steering Committee – Wednesday, November 16, 2022
- Joint Health & Safety Committee – Thursday, November 24, 2022 at 1:30 p.m.
- Supervised Alternative Learning – Monday, November 28, 2022 at 8:30 a.m.
- Indigenous Education Advisory Committee – Monday, November 28, 2022 at 5:30 p.m.
- Environment Committee – December 1, 2022
- Accessibility for Ontarians with Disabilities Act – Wednesday, December 7, 2022 at 3:00 p.m.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Minutes

Meeting: Authority Meeting
Date: Thursday, September 15, 2022, 10:00 a.m.
Location: Electronic
Chair: Maureen Couture
Members present: Paul Allen, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
Members absent: Mark Davis, Steve McCabe, Don Murray
Others present: Jennifer Stephens, General Manager / Secretary-Treasurer
Erik Downing, Manager, Environmental Planning and Regulations
Donna Lacey, Manager, Forestry and Lands
Elise MacLeod, Manager, Water Resources
Laura Molson, Manager, Corporate Services
Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture called the meeting to order at 10:00 a.m.

1. Land Acknowledgement

The following Land Acknowledgement was read by Director Paul Allen:

We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudensaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nation, Métis, and Inuit peoples.

2. Adoption of Agenda

MOTION #G22-73

Moved by Dave Myette

Seconded by Sue Paterson

THAT the agenda be adopted as amended.

CARRIED

3. Declaration of Pecuniary Interest

No persons declared a pecuniary interest relative to any item on the agenda.

4. Approval of Authority meeting Minutes – July 21, 2022

Motion #G22-74

Moved by Diana Rae

Seconded by Barbara Dobreen

THAT the minutes of the Authority meeting held on July 21, 2022, be approved as circulated.

CARRIED

5. Consent Agenda

Motion #G22-75

Moved by Cheryl Grace

Seconded by Paul Allen

THAT the reports, and information contained in the Consent Agenda, [Item 5-a-b], along with their respective recommended motions be accepted as presented.

CARRIED

6. New Business

a. 2023 Draft Budget Review

Jennifer Stephens introduced the proposed 2023 Budget presentation which integrates investments in SVCA staff, communities, and the conservation authority. She noted that the budget has been affected by the high cost of living and increased insurance costs. The guiding document driving the budget is the *Inventory of Programs and Services* with required deliverables by December 31, 2024. The Managers of each department presented plans and required projects for 2023.

Corporate Services

The Corporate Services department includes administration, finance, communications, GIS, IT, and education, and has 6 full time staff members. Planned priorities for 2023 are policy development, continued rebranding, AODA compliance documents, the implementation of a content management system, and increased marketing and community education. An increase in self-generated revenues is expected due to improved investment income.

Environmental Planning and Regulations (EPR)

The EPR department has experienced an unprecedented number of permits and planning applications. The department consists of 11 full time staff. Priorities for 2023 include professional development and training of staff to improve staff retention, design of a Content Management System, completion of updates to the Environmental Planning and Regulations Policies Manual, and assessment of risks associated with natural hazards including impacts of climate change. Revenues are expected to be consistent with 2022 figures.

Forestry and Stewardship

Tree planting will continue in 2023 along with increased forest management activities. Signage will be replaced where necessary.

Non-Revenue Parks

The Lands budget for 2023 includes continuous property and infrastructure replacement and maintenance, and various park upgrades including improved signage and enforcement measures.

Campgrounds

Removal of dead and dying Ash and other hazard trees as previously forecasted is imperative and funds will need to be drawn from Campground reserves. All three campgrounds are projected to have surpluses at the end of 2023, which will replenish the reserve fund in part.

Motor Pool

A new 4 x 4 truck will be needed to replace a decrepit truck, as well as general maintenance of the fleet. Funds will be drawn from the motor pool reserve.

Christine Robinson joined the meeting at 11:28 a.m.

Water Resources (WR)

In 2023, Water Quality staff will be issuing the Watershed Report Card, participating in continued stakeholder partnerships, and continuing to monitor dam removal sites. The WR proposed budget includes the purchase of new stream gauge equipment for two stations, and a hydrometric network capital project. Other capital projects include projects under the Water and Erosion Infrastructure Program (WEIC). Priorities include floodplain mapping improvements, preparation of the *Conservation Authority Act* deliverables, and ongoing maintenance of water and erosion control structure assets.

Tom Hutchinson joined the meeting at 11:45 a.m.

Laura Molson discussed the Budget Summary and explained the breakdown between General levy and non-General levy programs. She discussed the overall increase by municipality. Reserve funds will be used in the 2023 budget for hazard tree removal. Other draws from reserve funds will be for required capital projects.

The Directors discussed the levy increases and requested that staff be available to present as delegations at municipal council meetings if requested.

After further discussion the following motion was carried.

MOTION #G22-76

Moved by Bill Stewart

Seconded by Diana Rae

THAT the SVCA Board of Directors approve the 2023 draft budget in principle; and

FURTHER THAT staff be authorized to forward the draft budget, to the Authority's watershed municipalities for a 30-day review and include the offer of a delegation if requested.

CARRIED

Adjournment

There being no further business, the meeting adjourned at 12:22 p.m. on motion of Christine Robinson and Dave Myette.

Maureen Couture
Chair

Janice Hagan
Recording Secretary



Municipality of Huron East

PO Box 610, 72 Main Street South, Seaforth Ontario N0K 1W0

Tel: 519-527-0160

Fax: 519-527-2561

888-868-7513

www.huroneast.com

Brad McRoberts, MPA, P.Eng., CAO
cao@huroneast.com

Jessica Rudy, AMP, Clerk
clerk@huroneast.com

October 19, 2022

Trevor Hallman, CAO/Clerk
Municipality of Morris-Turnberry
PO Box 310, 41342 Morris Road
Brussels, ON N0G 1H0
Sent via email: mail@morristorynberry.ca

RE: Federal Electoral District Redistribution

We wish to acknowledge receipt of your correspondence wherein you requested support for the Council Resolution regarding the above noted subject matter.

This matter was referred to Huron East Council at their regular meeting on October 18, 2022 and the following motion was passed.

That the Council of the Municipality of Huron East support the resolution from the Municipality of Morris-Turnberry regarding the proposed plan for the redistribution of federal electoral districts in Ontario.

If we can be of any further assistance in regards to this matter, please do not hesitate to contact this office.

Regards,

Jessica Rudy, AMP
Clerk
JR:tt

Outstanding Action Items
Open Session

November 1

Meeting Date	Action Item	Action By	Current Status	Last Action Date	Next Step
November 10, 2021	Zoning/OP Housing Friendly Amendments	CAO/Planning	Public Meeting postponed to November 1st.	Open House held September 13	Hold Public Meeting and consider by-law
September 20, 2022	Development Guidelines	CAO	Direction received to return by- law, finalizing draft		Return final version for adoption under by-law.
October 4, 2022	Reinhardt Consent and Rezoning	Planning	Planning staff engaged in discussions with applicant		Return alternate proposal for Council consideration



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 46-2022

Being a by-law to establish the remuneration rates for the year 2023 for members of Council and Local Boards for the Municipality of Morris-Turnberry.

WHEREAS Section 283 (1) of the Municipal Act, S.O. 2001, c. 25, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS Section 283 (2) of the Municipal Act, SO 2001 c.25 provides that despite any Act, a municipality may only pay the expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if

- a) the expenses are actually incurred; or
- b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred;

AND WHEREAS the Council of this Municipality deems it appropriate to pass a by-law to establish rates of remuneration to members of Council and Local Boards;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the remuneration rates for the year 2023 attached hereto as Schedule 'A' and forming part of this by-law be adopted;
2. That the expense and remuneration policy for members of Council and Local Boards attached hereto as Schedule 'B' and forming part of this by-law be adopted;
3. That upon coming into force and effect this by-law shall supersede by-law 63-2021 and all previous by-laws or resolutions and parts of by-laws or resolutions inconsistent with the provisions of this by-law regarding the remuneration rates and the expense and remuneration policy for members of Council and Local Boards for the Municipality of Morris-Turnberry
4. That this by-law shall come into force and effect on January 1, 2023.

Read a FIRST and SECOND time this 1st day of November 2022

Read a THIRD time and FINALLY PASSED this 1st day of November 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 47-2022

Being a by-law to establish the pay range grid for the year 2023 for employees of the Municipality of Morris-Turnberry.

WHEREAS Section 283 (1) of the Municipal Act, S.O. 2001, c. 25, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS Section 283 (2) of the Municipal Act, SO 2001 c.25 provides that despite any Act, a municipality may only pay the expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if

- a) the expenses are actually incurred; or
- b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred";

AND WHEREAS the Council of this Municipality deems it appropriate to pass a by-law to establish rates of remuneration to employees of the municipality;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the Pay Range Grid for the year 2023 attached hereto as Schedule 'A' and forming part of this by-law be adopted;
2. That the employee expense policy attached hereto as Schedule 'B' and forming part of this by-law be adopted;
3. That upon coming into force and effect this by-law shall supersede by-law 64-2021 and all previous by-laws or resolutions and parts of by-laws or resolutions inconsistent with the provisions of this by-law regarding the pay grid and employee expense policy for the Municipality of Morris-Turnberry
4. That this by-law shall come into force and effect on January 1, 2023.

Read a FIRST and SECOND time this 1st day of November 2022

Read a THIRD time and FINALLY PASSED this 1st day of November 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 50-2022

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and Rural Management Inc.

WHEREAS Section 9 of the *Municipal Act 2001*, S.O. 2001, c. 25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that or any other Act;

AND WHEREAS Plan of Subdivision 40T22004 was granted draft approval by the County of Huron on July 27, 2022 ;

AND WHEREAS as a condition of Draft Plan Approval, the developer must enter into a Subdivision Agreement with the Municipality to be registered against the lands to which it applies;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry hereby enacts as follows:

1. That the Mayor and Clerk of the Municipality are hereby authorized to execute and affix the Corporate Seal to enter into the Agreement between the Corporation of the Municipality of Morris-Turnberry and Rural Management Inc, attached hereto as Schedule 'A', and forming part of this by-law; and
2. That this by-law shall come into effect on the day it is passed.

Read a FIRST and SECOND time this 1st day of November 2022.

Read a THIRD time and FINALLY PASSED this 1st day of November 2022.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

SUBDIVISION AGREEMENT

between

RURAL MANAGEMENT INC.

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Dated November _____, 2022

The Corporation of The Municipality of Morris-Turnberry

41342 Morris Rd.,
PO Box 310,
Brussels, ON
N0G 1H0

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY

SECTION 1 INTERPRETATION 6

 1.1 Definitions6

 1.2 List of Schedules7

SECTION 2 ORDER OF PROCEDURE 7

SECTION 3 INSTALLATION OF SERVICES 8

 3.1 General8

 3.2 Municipality’s Legal and Engineering Costs9

 3.3 Developer’s Engineer9

 3.4 Works to be Installed10

 3.5 Approval of Plans.....10

 3.6 Notification of Commencement.....10

 3.7 Progress of Works10

 3.8 Scheduling of Works.....11

 3.9 Contractor11

 3.10 Utility Costs and Charges11

 3.11 Access Roads11

 3.12 Movement of Fill11

 3.13 Damage to Existing Plant12

 3.14 Signs.....12

 3.15 Testing12

 3.16 Erosion and Silting Control12

 3.17 Emergency Access12

 3.18 Construction Refuse and Weeds12

 3.19 Dust Control.....13

 3.20 Street Names13

 3.21 Municipal Street Numbers.....13

 3.22 Blasting13

 3.23 Driveways13

 3.24 Contaminants13

SECTION 4 ACCEPTANCE OF WORKS 14

 4.1 Stages of Construction and Services14

 4.2 Inspection and Acceptance of the Works.....14

 4.3 Final Acceptance of the Works.....14

 4.4 Acceptance During Winter Months.....15

 4.5 Use of Works by Municipality15

 4.6 Replacement of Survey Bars.....15

 4.7 Ownership of Services15

SECTION 5 MAINTENANCE OF WORKS..... 15

 5.1 Maintenance of Works15

 5.2 Road Maintenance15

 5.3 Emergency Repairs16

SECTION 6	DRAINAGE AND LANDSCAPE DESIGN	16
6.1	Drainage	16
6.2	Preservation of Trees	16
6.3	Lots Unsuitable for Building	16
6.4	Lot Grading	17
6.5	Maintenance of Lot Grading.....	19
SECTION 7	LANDS TO BE CONVEYED.....	19
7.1	Lands for Municipal Purposes	19
7.2	Easements	19
7.3	Turning Circles	19
SECTION 8	ADMINISTRATION	19
8.1	Voiding Agreement.....	19
8.2	Developer’s Expense	20
8.3	Phasing	20
8.4	Developer’s Liabilities.....	20
8.5	Insurance.....	20
8.6	Legal Notice to Developer and Municipality	21
8.7	Registration	21
8.8	Mortgages/Encumbrances	21
8.9	Requirements for Building Permits	21
8.10	Requirements for Occupancy	22
8.11	Special Building Permits / Model Homes	23
8.12	Right to Enter into an Agreement	23
8.13	Successors and Assigns.....	23
8.14	Notification to Purchaser.....	24
8.15	Scheduling, Progress and Completion	24
8.16	No Municipal Liability	24
8.17	Assignment	24
8.18	Conflict.....	24
8.19	Severability	24
8.20	Amendment.....	25
8.21	Further Assurances	25
8.22	Joint and Several.....	25
8.23	Headings	25
8.24	Enurement.....	25
SECTION 9	FINANCIAL PROVISIONS	25
9.1	Development Charges, Drainage and Local Improvement Charges	25
9.2	Securities	25
9.3	Reduction of Securities.....	26
9.4	Statutory Declaration of Accounts Paid	27
9.5	The Construction Act, R.S.O. 1990 c. C.30	27
9.6	Partial Release	27
SECTION 10	SPECIAL PROVISIONS – see Schedule “M”	27
SECTION 11	FINALIZATION OF AGREEMENT	28
SECTION 12	SIGNATURES	28

SCHEDULE "A" OF AGREEMENT 28

SCHEDULE "B" OF AGREEMENT..... 29

SCHEDULE "C" OF AGREEMENT..... 31

SCHEDULE "D" OF AGREEMENT 32

SCHEDULE "E" OF AGREEMENT 33

SCHEDULE "F" OF THE AGREEMENT 34

SCHEDULE "G" OF THE AGREEMENT 35

SCHEDULE "H" OF AGREEMENT 36

SCHEDULE "I" OF AGREEMENT..... 37

SCHEDULE "J" OF AGREEMENT 40

SCHEDULE "K" OF AGREEMENT..... 41

SCHEDULE "L" OF AGREEMENT 42

SCHEDULE "M" OF AGREEMENT 426

**THE MUNICIPALITY OF MORRIS-TURNBERRY
SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate on the _____ day of November, 2022 A.D.

BETWEEN:

RURAL MANAGEMENT INC.
hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the owner of the Land described in Schedule “A” to this Subdivision Agreement (hereinafter called the “Agreement”) and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by reference to a Registered Plan of Subdivision.

AND WHEREAS the Developer declares that it is the registered owner of the lands and has applied to the County of Huron (hereinafter called the “County”), for approval of a Plan of Subdivision (hereinafter called the “Plan”), which is annexed hereto as Schedule “B” to this Agreement.

AND WHEREAS the Municipality has been authorized by the County to require the Developer to agree to construct and install certain municipal services as hereinafter provided and herein referred to as the “Works” set out in Schedule “D” and to make financial arrangements with the Municipality for the installation and construction of required services before final approval of the Plan by the County.

AND WHEREAS the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Municipality in lieu of dedicating such land.

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement titled “Subdivision Agreement”.

“Business Day” means any day that is not a Saturday, Sunday or Statutory Holiday in the Province of Ontario.

“Certificate of Final Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.3.

“Certificate of Inspection Re: Readiness for Occupancy” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 8.10.

“Certificate of Preliminary Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.2.

“Chief Building Official” or “CBO” means the Director of Building and Planning or the Chief Building Official, or designate for the Municipality of Morris-Turnberry.

“Conservation Authority” means the Maitland Valley Conservation Authority and its successors and assigns.

“County” means the Corporation of the County of Huron and its successors and assigns.

“Damage/Lot Grading Deposit” means the amount of \$2000.00 per lot or block shall be paid by the Developer to the Municipality by way of cash or letter of credit as described in Section 8.9 of this Agreement.

“Developer” means, collectively, **RURAL MANAGEMENT INC.** and their respective successors and assigns. “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

“Director of Public Works” means the Director of Public Works or designate for the Municipality of Morris-Turnberry.

“Land and/or Lands” means the real property which is the subject of the Plan, the legal description of which is attached as Schedule “A”.

“Municipality” means the Corporation of The Municipality of Morris-Turnberry and its successors and assigns.

“Owner” means the Owner of a lot or block and may include the “Developer”.

“Plan” means the plan of subdivision relating to the Land, a draft copy of which is attached as Schedule “B”.

“Works” means the Works and services described in Schedule “D”.

1.2 List of Schedules

The following schedules are attached to and form part of this Agreement:

Schedule “A” -- Description of Lands Being Subdivided

Schedule “B” -- Plan of Subdivision

Schedule “C” -- Municipal Servicing Guidelines

Schedule “D” -- Checklist of Works to be Constructed

Schedule “E” -- Itemized Estimate of Costs of Construction of Each Part of the Works

Schedule “F” -- List of Lots Unsuitable for Building Purposes

Schedule “G” -- Owner’s Final Grading Certificate

Schedule “H” -- List of Lands for Municipal Purposes and Easements to be Granted to the Municipality

Schedule “I” -- No Occupancy Agreement

Schedule “J” -- Application for Reduction of Security

Schedule “K” -- Form of Partial Release

Schedule “L” -- Conditions of Draft Approval

Schedule “M” -- Special Provisions

SECTION 2 ORDER OF PROCEDURE

2.1 Upon application to the Municipality for the preparation of an Agreement the Developer shall:

- (a) Pay to the Municipality the fee required by the Municipality’s Tariff of Fees By-law.
- (b) Pay to the Municipality the sum of five thousand (\$5,000.00) dollars as a deposit in respect of the Municipality’s legal and engineering costs referred to in Section 3.2 (a) herein.
- (c) Submit a General Plan outlining the services to be installed.

2.2 Prior to Registering the Agreement the Developer shall:

- (a) Deposit with the Municipality Securities and Insurance as outlined in the Agreement.
- (b) Pay in full any outstanding taxes or drainage, local improvement charges and charges under the Municipal Act including outstanding sewer rates and/or water rates.
- (c) Mutually agree with the Municipality on the parcel of land to be deeded to the Municipality for parkland or the amount of cash to be given to the Municipality in lieu of Parkland.
- (d) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality.
- (e) Provide proof of postponement of any encumbrances on the lands.
- (f) Deposit with the Municipality’s Solicitor, copies of this Agreement executed by the Developer, to be executed by the Municipality and

retained by the Municipality's Solicitor for registration as hereinafter provided.

- (g) Deliver to the Municipality's Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, and a cheque in respect of the cost of the said registrations where upon the Municipality's Solicitor shall register this Agreement.

2.3 Prior to starting construction on the Services, the Developer shall:

- (a) Have obtained final approval of the Plan from the County and have obtained Registration of the Plan.
- (b) Have submitted and obtained the written approval of the Municipality's Engineer for the following all to be done in accordance with the Municipal Servicing Standards of the Municipality:
 - The Drainage Area Plans;
 - The Lot Grading Plan;
 - The Service Layout Plan for underground electrical services, telephone, gas, etc.;
 - Final approved drawings for all Works required in Schedule "D" to this Agreement.
- (c) Submit to the Municipality the Ministry of Environment, Conservation and Parks', Environmental Compliance Approval for the Water Supply and Distribution System (if required), the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- (d) Submit to the Municipal Engineer a completed Form 1 and supporting documentation for approval of the Water Distribution System.
- (e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachment, etc. of all road authorities including the Municipality, County, Conservation Authority, the Ministry of Transportation of Ontario, and any other authority involved.
- (f) Have deeded to the Municipality the lands/blocks/easements listed in Schedule "H".
- (g) Arrange for and participate in a pre-construction meeting that includes the developer, the developer's engineer, the general contractor, municipal representatives, and the municipal engineer. The meeting is to be chaired by the developer's engineer. The municipality can be expected to include discussion on testing requirements for various component of the Works and upon the requirements of this agreement.

2.4 Prior to the issuance of building permits the Developer shall:

- (a) Have complied with all requirements of Section 8.9 of this Agreement.

2.5 Prior to any person occupying any building, the Developer shall:

- (a) Have complied with all the requirements of Section 8.10 of this Agreement.

SECTION 3 INSTALLATION OF SERVICES

3.1 General

Upon approval of the Plan by the County, the Developer shall design, construct and install at his own expense and in good workmanlike manner Municipal services to the servicing standards of the Municipality as set out in Schedule "C" to this Agreement.

3.2 Municipality's Legal and Engineering Costs

- (a) The Developer agrees to pay the Municipality's cost of the Municipal Solicitor and of the Municipality's Engineer's invoices for the checking of plans and specifications and for supervision and inspection on behalf of the Municipality.
- (b) The Developer shall be invoiced regularly by the Municipality for all costs incurred by the Municipality with respect to this Agreement pursuant to Section 3.2 (a).
- (c) The Developer shall reimburse the Municipality for all costs incurred by the Municipality as referred to in Section 3.2 (a) herein, within thirty (30) days of each billing, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.
- (d) The deposit referred to in Section 2.1 (b) of this Agreement shall be retained by the Municipality as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Municipality and the Municipality being satisfied, in its discretion, that all costs in Section 3.2 (a) herein and any contingencies with respect to the Subdivision have been paid in full.
- (e) The Developer shall pay to the Municipality, on thirty (30) days written notice from the Municipality, such amount as is necessary to maintain the deposit referred to in Section 2.1 (b) at the sum of five thousand (\$5,000.00) dollars, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.

3.3 Developer's Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To prepare the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County Health Unit and the Ministry of Environment, Conservation and Parks, and others as required.
- (e) To provide the field layout, the contract documentation and the full time supervision of construction.
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance.
- (g) To act as the representative of the Developer in all matters pertaining to the construction.
- (h) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality's Engineer, for all Works specified in this Agreement.
- (i) To provide certification that the installation of services was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer.
- (j) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the subdivision in accordance with this Agreement and good engineering practices.

- (k) The Developer shall notify the Municipality immediately if they change the Professional Engineer employed by the Developer for the development of the Lands.

3.4 Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time, and from time to time, during the development the Municipality's Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at his expense, construct, install or perform such additional Works at the request of the Municipality's Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality's Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the plan has been registered and the Developer has provided 72 hours written notice to the Municipality's Engineer of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide 72 hours written notification to the Municipality's Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If he fails to do so, having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Municipality, then upon the Municipality giving seven (7) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary Works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and Works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Municipality must enter upon said lands and have Works completed or repaired due to situations as outlined above any or all original mylars and specifications prepared by the Developer's Engineer must be turned over to the Municipality's Engineer for his use should he require same. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Municipality. The Municipality, in addition to all other remedies may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Municipality.

Without limiting the obligations of the Developer herein, if the Developer shall default on the performance of any term, covenant or provision of this Agreement and if such default shall continue for ten (10) days after the Developer receives written notice of such default by the Municipality (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Municipality may perform that obligation on the Developer's behalf and may enter onto the lands constituting the Plan for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Municipality, together with all interest thereon and any damages incurred, shall be payable by the Developer and shall be collectible by the Municipality in like manner as municipal taxes. The Developer also acknowledges and agrees that the Municipality has the right to draw down any Letters of Credit, cash or other security for the purpose of collecting any such expenses incurred by the Municipality.

3.8 Scheduling of Works

Prior to the start of construction and prior to the issuance of building permits, the Developer shall supply for the approval of the Municipality's Engineer a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Municipality's Engineer may amend this schedule and the Developer must construct, install or perform the work as the Municipality's Engineer from time to time may direct.

3.9 Contractor

The said services shall be installed by an experienced, competent contractor or contractors retained by the Developer.

3.10 Utility Costs and Charges

The Developer shall deal directly with all Utility companies. He or his Consulting Engineer, shall obtain all approvals and permits and pay all fees and charges directly to the appropriate Utility.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Municipality's Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Municipality. To obtain such consent, the Developer shall advise the Municipal Clerk, not later than 14 days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Municipality's Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Municipality's Director of Public Works.

3.13 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the development and shall pay for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

3.14 Signs

Signs at least 1.2 m x 1.2 m shall be erected by the Developer in an approved location at each entrance to the Subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality - Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and be removed after all the roads have received a Certificate of Final Acceptance.

3.15 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., both within the Development and downstream during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the land to the satisfaction of the Municipality's Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Municipality's By-law Officer, the Municipality may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Municipality to do so, the Municipality may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand, which costs shall include all expenses incurred by the Municipality in carrying out such removal and disposition. The burning of construction refuse, debris or weeds, whether it be from site servicing or house building or any other source related to the development of the site on any lands within the Plan is prohibited.

3.19 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Director of Public Works shall notify the Developer in writing from time to time of the requirements of the Municipality.

3.20 Street Names

The Developer shall name all streets within the Land forming part of the Plan with names approved by the Municipality.

3.21 Municipal Street Numbers

- (a) All Lot, Block or building numbers for use within the Plan shall be allocated the County. To obtain such allocation, the Developer shall furnish the Chief Building Official with a copy of the Plan as registered to be forwarded to the County for allocation.
- (b) The Developer shall display by means of a legible sign at least 300 mm x 300 mm to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- (c) Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

3.22 Blasting

The Developer agrees that no blasting will be undertaken without the written consent of the Municipal Engineer.

3.23 Driveways

The Developer hereby agrees that the driveways for all lots will be in a location and have a width and design as may be approved by the Municipality. Without in any way limiting the discretion of the Municipality, the location of the driveways may be further limited by special provision in Schedule "M" of this Agreement. Further, all driveways for all lots in the plan should be located in a manner that will minimize the amount of snow that will accumulate in the lot's driveway. The location of driveways is particularly important with respect to all corner lots located in the plan, as these driveways entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Municipality's efforts to remove snow.

3.24 Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the lands constituting the Plan, the Developer hereby agrees to notify the Municipality and the Ministry of Environment, Conservation and Parks immediately and take all necessary steps and remedial efforts required by the Ministry of Environment, Conservation and Parks and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative

requirements for the remediation and clean-up of lands constituting the Plan and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the said lands.

SECTION 4 ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Municipality will grant Preliminary or Final Acceptance of servicing based upon three (3) stages of construction; and when the development is phased, within the whole of each phase as approved by the Municipality. Stages of construction are as follows:

- (a) Stage 1 - consists of all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermain and the completion of Granular "B" road base and a portion of the Granular "A" for a riding surface.
- (b) Stage 2 - services shall include the balance of the road Works including granular, base asphalt, grading of boulevard areas, sidewalks, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and other utilities such as gas, telephone and Cable T.V.
- (c) Stage 3 - services including the final coat of asphalt, topsoil and seeding, trees, fencing and any other requirements of this agreement.

4.2 Inspection and Acceptance of the Works

When all the services in any stage of servicing as identified above have been completed and the Municipality's Engineer has been given written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement and upon satisfactory inspection by the Municipality's Engineer, the Municipality's Engineer will recommend that the Municipality grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied the applicable services have been completely installed;
- Satisfied all repairs or maintenance work on the applicable services have been completed.

and the Municipality has:

- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
- Received as-built drawings as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Municipality will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality, or other authorized persons for the purposes for which such Works were designed.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.
- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the final acceptance by the Municipality, the Developer shall deliver to the Municipal Clerk a statement from an Ontario Land Surveyor approved by the Municipality that after the completion of the work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the services described shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all services including hydro costs for street lights, until a Certificate of Final Acceptance is issued for the Stage 2 services by the Municipality. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each Stage of the Works. During this maintenance period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Clause 9.3 (e) of this agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

The Developer will be responsible for the maintenance of the roads until final acceptance.

Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access within the Subdivision.

In the event that proper maintenance or snow removal is not provided by the Developer, the Municipality, through its servants, contractors or agents may provide maintenance and/or remove snow without notice to the Developer. Such work will be carried out at times deemed to be an emergency by the Municipality's Director of Public Works. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Municipality pursuant to this contract before the roads are accepted by the Municipality shall not be deemed in any way, to be an acceptance by the Municipality of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Municipality that he might have arising therefrom and covenants that he will make no claim against the Municipality for such interference or damage. Representation may be made requesting that the Municipality consider entering into a separate Agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

Employees or agents of the Municipality may enter onto the Land at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 6 DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Municipality's Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Subdivision. Except for the actual area of roadway construction and installation of services, no trees whether on the road allowance, or on the parkland, or on the individual lots, shall be removed without the Municipality's written permission.

6.3 Lots Unsuitable for Building

Any lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the issuance of a building permit for any lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Municipality's Engineer outlining the measures to be taken to correct the problems on the lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Municipality's Engineer; provided that for residential lots and blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and such further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall grading plan is functional until the Lands are fully developed.

(a) Obligation to Grade According to Lot Grading Plan

The Lands shall not be graded except in general conformity with the grades and elevations shown on the Accepted Grading Plan. The Plan shall bear the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (hereinafter called a "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that the Plan generally conforms with the Lot Grading Plan attached to the Agreement or filed with the Municipality's Engineer.

(b) Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until a Building Lot Site Plan certified by a Registered Ontario Land Surveyor or Professional Engineer has been filed with and approved by the Chief Building Official of the Municipality. The Building Lot Site Plan shall show:

- the proposed finished elevation of these lands at each corner of the lot or block;
- the proposed finished elevation of these lands at the front and rear of the building;
- the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed finished height of the foundation of the building;
- the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- the location of eavestrough downspouts; no downspouts will be allowed to discharge in a sideyard between residences;
- swale location and elevations;
- sidewalk;
- service and driveway locations;
- any abrupt changes in the proposed finished elevation of these lands; and
- the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

The Developer hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Municipality's Engineer.

The Developer shall complete such other actions as may be required by the Municipality, acting reasonably, to ensure that the subdivision is developed in accordance with the terms of this Agreement and good engineering practices.

(c) Owner's Final Grading Certificate

- No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, with the Municipality's Chief Building Official, an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of a Professional Engineer or Registered Ontario Land Surveyor that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan.
- If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate is not filed prior to occupancy with the Municipality's Chief Building Official, then the Owner shall provide the Municipality's Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Municipality's Chief Building Official by the following June 1.
- If, and when, the Owner's Final Grading Certificate is accepted by the Municipality's Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9 (i) is returnable to the Owner subject to this Section and Section 8.9 (i) of this Agreement.
- The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Municipality, and the Owner fails to make such rectification when so instructed by the Municipality, the Municipality may, at its option, undertake the correction of such drainage and all costs over and above the two thousand dollar (\$2,000.00) deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the Land except in accordance with drainage plans approved by the Municipality. In addition to any other remedy, the cost for such rectification if completed by the Municipality will be at the expense of the subsequent owner and the Municipality may recover such expense under Section 446 of the *Municipal Act, 2001* in the same manner as taxes.

(d) Obligation to Maintain Grading

After the building or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block.

(e) Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means.

(f) Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Municipality's Engineer.

6.5 Maintenance of Lot Grading

The facilities and Works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

Should, for any reason, the Developer or subsequent Owner fail to maintain the lot grading, they acknowledge that the Municipality, or in the case of a subsequent Owner, the Municipality or the Developer may enter onto said property to correct any drainage issues. The cost for any such correction completed by the Municipality will be at the expense of the subsequent Owner and the Municipality may recover such expense under Section 427 of the Municipal Act in the same manner as taxes.

SECTION 7 LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Municipality, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Municipality, or to make a cash payment in lieu thereof as stipulated by the Municipality and also to convey to the Municipality in fee simple, the 0.3 metre reserves and other lands required by the Municipality. The deeds for the said lands are to be approved by the Municipality's Solicitor and thereafter forthwith registered and deposited with the Municipal Clerk. The cost for preparation and registration of the said deeds shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Municipality shall be set out in Schedule "H" of this Agreement.

7.2 Easements

The Developer agrees to grant at his expense all such easements and right-of-ways as may be required for the installation and supply of services to the Subdivision. A list of easements and right-of-ways to be granted to the Municipality shall be set out in Schedule "H" of this Agreement.

7.3 Turning Circles

The Municipality may require the installation of temporary turning circles. Where such are required, the Developer shall convey the appropriate blocks to the Municipality for the purposes of providing the Municipality with sufficient land to construct said turning circle(s). The block(s) conveyed to the Municipality shall only constitute that portion of land required by the Municipality for the actual roadway of the turning circle. The temporary turning circle shall be constructed in accordance with Schedule "C" of this Agreement. The Developer and the Municipality acknowledge that the block(s) conveyed to the Municipality for turning circles shall be reconveyed to the owners in the event that the street is connected in the future. Such conveyance and reconveyance of the block(s) shall be completed at no expense to the Municipality. A list of said blocks is included in Schedule "H" of this Agreement.

SECTION 8 ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one year from the date of the signing of this Agreement, the Municipality may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Municipality pursuant to this Agreement or any other agreement between the Developer and the Municipality referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Municipality", unless specifically stated otherwise.

8.3 Phasing

- (a) The Municipality may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Municipality does not so instruct the Developer, before commencement of any of the Works, he may request the Municipality's permission to divide the area into convenient phases.
- (b) If the construction of the Works is to be phased, then in lieu of furnishing securities as required by Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s).
- (c) The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning ("H") provision by means of a by-law to be passed by the Municipality under Section 36(1) of the Planning Act, R. S. O. 1990 c. P. 13 at the Developer's expense.
- (d) Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning ("H") provision and after the deposit with the Municipality of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Municipality shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.
- (e) Before proceeding with an additional phase, the Developer shall obtain the written approval of the Municipality and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Municipality.
- (f) Subject to Section 8.15 herein, commencement of construction within subsequent phases of this subdivision, or other subdivisions of the Developer herein within the Municipality may not proceed.

8.4 Developer's Liabilities

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' notice of termination of such policy. The policy shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

8.6 Legal Notice to Developer and Municipality

Any notice required to be given hereunder may be given by fax, personal service delivered directly to the Developer or the Developer's engineer or by registered mail addressed to the Developer at its principal place of business, as identified in this Agreement or as provided by the Developer from time to time or as shown on the last revised assessment roll in the possession of the Municipality's Clerk, and shall be effective as of the date delivered or sent via fax or shall be effective, in the case of registered mail, the 5th day after the date the Notice was deposited in the Post Office.

Any notice required to be given to the Municipality hereunder shall be given to the Municipality by registered mail to:

The Clerk,
Corporation of The Municipality of Morris-Turnberry
41342 Morris Rd.,
PO Box 310,
Brussels, ON
N0G 1H0

8.7 Registration

The Developer consents and authorizes the registration of this Agreement by the Municipality's Solicitor on title to the Lands both before and after the registration of the Plan in the Land Registry Office, which said registration is at the sole discretion of the Municipality and all costs of registration shall be paid for by the Developer.

The Developer hereby agrees that until the Municipality has registered this Agreement upon title to the Lands, no lots or blocks in the plan shall be conveyed.

8.8 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Land (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge.

Further, the mortgagee, if any, agrees that in the event of him assigning or transferring the mortgage on the lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

8.9 Requirements for Building Permits

The approval of the Plan by the Municipality or the acceptance by the Municipality of the Works shall not be deemed to give any assurance that Municipal building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming titled from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Municipality. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every Builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and Builders. The Municipality shall have the right to refuse any such application until:

- (a) Preliminary Acceptance has been granted for Stage 1 servicing for that phase of the Subdivision.
- (b) The Developer has provided written confirmation that lands/blocks/easement listed in Schedule "H" have been conveyed to the Municipality.
- (c) The Developer has provided sufficient documentation to the Municipality's Engineer confirming that electrical distribution and street lighting and the remaining underground services, telephone, cable t.v., and gas are being scheduled for installation; and will be completed within six (6) weeks of the date of issuance of the building permit.
- (d) Approval of the Municipality has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto.
- (e) A certificate has been given by the Municipality's Chief Building Official that the building location is in compliance with the zoning by-law of the Municipality.
- (f) The signs denoting "Unassumed Roads" have been installed at the entrances to the Subdivision.
- (g) All dead trees within the limit of the Plan have been removed.
- (h) All street identification signs required by this Agreement have been installed and are in place.
- (i) Payment to the Municipality by cash or letter of credit in the amount of \$2,000.00 as a Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") per Lot or Block in the Plan of which the sum of \$100.00 is non-refundable. The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner's Final Grading Certificate has been filed with and accepted by the Municipality's Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Municipality's Chief Building Official and Municipality's Director of Public Works.
- (j) With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Municipality's Chief Building Official or the Municipality's Director of Public Works, the Municipality may, at its option, undertake the repair of such damage and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out and shall be payable forthwith.
- (k) Payment to the Municipality by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Municipality.
- (l) A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Municipality pursuant to Section 6.4 (b).
- (m) The Developer agrees that the preceding requirements in this Section 8.9 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to the issuance of Building Permits.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Municipality's Chief Building Official and the said Certificate shall not be issued until:

- (a) Preliminary Acceptance has been granted for Stage 2 servicing for the phase of the Subdivision including the Lot or Block.
- (b) The roadway from the entrance of the Subdivision to and including the lot or block of which the building is a part, has received the base course asphalt.
- (c) The electrical distribution plant including street lights have been installed and approved by the Utility.
- (d) The traffic and street signs have been installed and approved by the Municipality's Engineer.
- (e) Subject to Section 6.4 (c), the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Municipality's Chief Building Official pursuant to Section 6.4 (c).
- (f) The telephone lines, cable T.V. and gas mains have been installed and approved by the Municipality's Engineer.
- (g) The Developer agrees that the preceding requirements in this Section are in addition to and not in substitution of the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23, and any amendments thereto and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Municipality's Engineer. The Municipality agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or Builder has executed a No-Occupancy Agreement (Schedule "I") and the Municipality may require a deposit or Letter of Credit as a guarantee of no-occupancy. In the event that the Developer fails to meet all the requirements set out in Section 8.10 for any building permit that is issued pursuant to the Developer's delivery of a No-Occupancy Agreement, the Developer hereby acknowledges that the deposit shall be immediately forfeited to the Municipality. Such failure to meet the Section 8.10 obligations shall constitute a breach of this Agreement and the Municipality may immediately draw down any security held under this Agreement to complete any work required or fulfill any other requirements of Section 8.10 for any model home that was built pursuant to this Section 8.11.

8.12 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition contained herein and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

The Developer acknowledges that the Municipality is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Municipality is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Municipality may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification to Purchaser

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all the payments to be made by the purchaser to the Municipality pursuant to this Agreement and all the provisions of this Agreement which shall continue in force after the completion of the sale. Further, the Developer shall furnish a list of those services included in the purchase, specifying those installed and those to be installed at no additional cost.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1 and Stage 2 services. In any phase, the top coat of asphalt shall be completed within twenty-four (24) months of preliminary acceptance of Stage 2 of the services; unless written consent altering this condition is received from the Municipal Engineer. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five years. Failure to commence construction within the time schedule above may result in the Municipality declaring this Agreement to be null and void, and the Municipality may deem the property not to be a Plan of Subdivision.

8.16 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Municipality or the Municipality’s Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Municipality to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

The only duty and responsibility of the Municipality’s Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality’s Engineer under this Agreement do not in any way create any liability on the part of the Municipality’s Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

8.18 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Municipality’s Engineer shall decide which provisions shall prevail.

8.19 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

8.20 Amendment

Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.21 Further Assurances

The Developer agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

8.22 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

8.23 Headings

The headings contained herein are for reference only.

8.24 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and assigns.

SECTION 9 FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

Development Charges shall be paid in accordance with the current Development Charges By-law of the Municipality.

The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, the Local Improvement Act, and the Municipal Act, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the property on the Plan. Before the Plan is approved the Developer agrees to commute and pay the Municipality's share of any charges made under the said Drainage Act, the said Local Improvement Act and the said Municipal Act presently servicing this property and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the Works and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of all the Works as set out in Schedule "E" and as approved by the Municipality's Engineer and Municipal Council, or

- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of all Works as set out in Schedule "E" and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 100% of the Schedule "E" estimate.
- (d) Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Municipality's Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities.
- (e) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:
"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."
- (f) Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.
- (g) The amount for securities shall be submitted by the Engineer for the Developer to the Municipal Engineer for review. The agreed upon security amount shall be inserted in Schedule "E" to this Agreement.

The Municipality reserves the right, at any time, to review the amount of security deposited in light of the value of the work remaining to be completed for any current or subsequent phases of the project and to require an adjustment in the securities, such adjustment to be based upon any anticipated changes to site conditions or construction costs.

9.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

- (a) To obtain a reduction in security the Developer shall file with the Municipality's Engineer a written application in accordance with Schedule "J" attached hereto.
- (b) The application shall include written confirmation from the Developer's Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.

- (d) The value of the reduction shall be based upon the one hundred percent (100%) of the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application. Should Final Acceptance be granted for any Stage or Stages of the works, then the reduction shall be based upon one hundred percent (100%) of the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works for those Stages of construction that have not received Final Acceptance to the date of the application
- (e) As a minimum security, subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "E" or twenty thousand dollars (\$20,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services, he shall supply the Municipality with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 The Construction Act, R.S.O. 1990 c. C.30

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Act, R.S.O. 1990, c. C.30, and will otherwise indemnify and save harmless the Municipality against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demands of the Municipality's Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the land described in Schedule "A" attached hereto, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Municipality to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

The Municipality may enact a bylaw, or by-laws to provide that the Clerk is to execute a partial release of this Agreement, which partial release should be in the form attached hereto as Schedule "K". The completion and registration of such partial release shall constitute a full and final release of the obligations of the Developer with respect to the matters specified in the release, with the exception of lot grading requirements included in Section 6 of this Agreement, as established hereunder with respect to the lot named therein.

SECTION 10 SPECIAL PROVISIONS – see Schedule "M"

10.1 The Developer and the Municipality agree that the provisions set forth in the attached Schedule "M" form an integral part of this Agreement.

SECTION 11 FINALIZATION OF AGREEMENT

11.1 The Developer and Mortgagee(s), if any, hereby authorize the Municipality to add to Schedule “A” to this Agreement and to all deeds, easements and other documents delivered by the Developer to the Municipality to fulfil the terms of this Agreement, the number of the Plan once registered.

SECTION 12 SIGNATURES

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals attested to by the hands of the proper officer duly authorized on its behalf.

(RURAL MANAGEMENT INC.
(
(_____
(Title:
(I/We have authority to bind the Corporation
(
(THE CORPORATION of THE MUNICIPALITY
(OF MORRIS-TURNBERRY
(
(_____
(Mayor
(
(_____
(Clerk
(We have authority to bind the Corporation

Developer’s Address: 40747 Morris Road, Brussels, ON, N0G 1H0

Developer’s Telephone: 519-357-6370

Developer’s Email: smichie@royallepage.ca

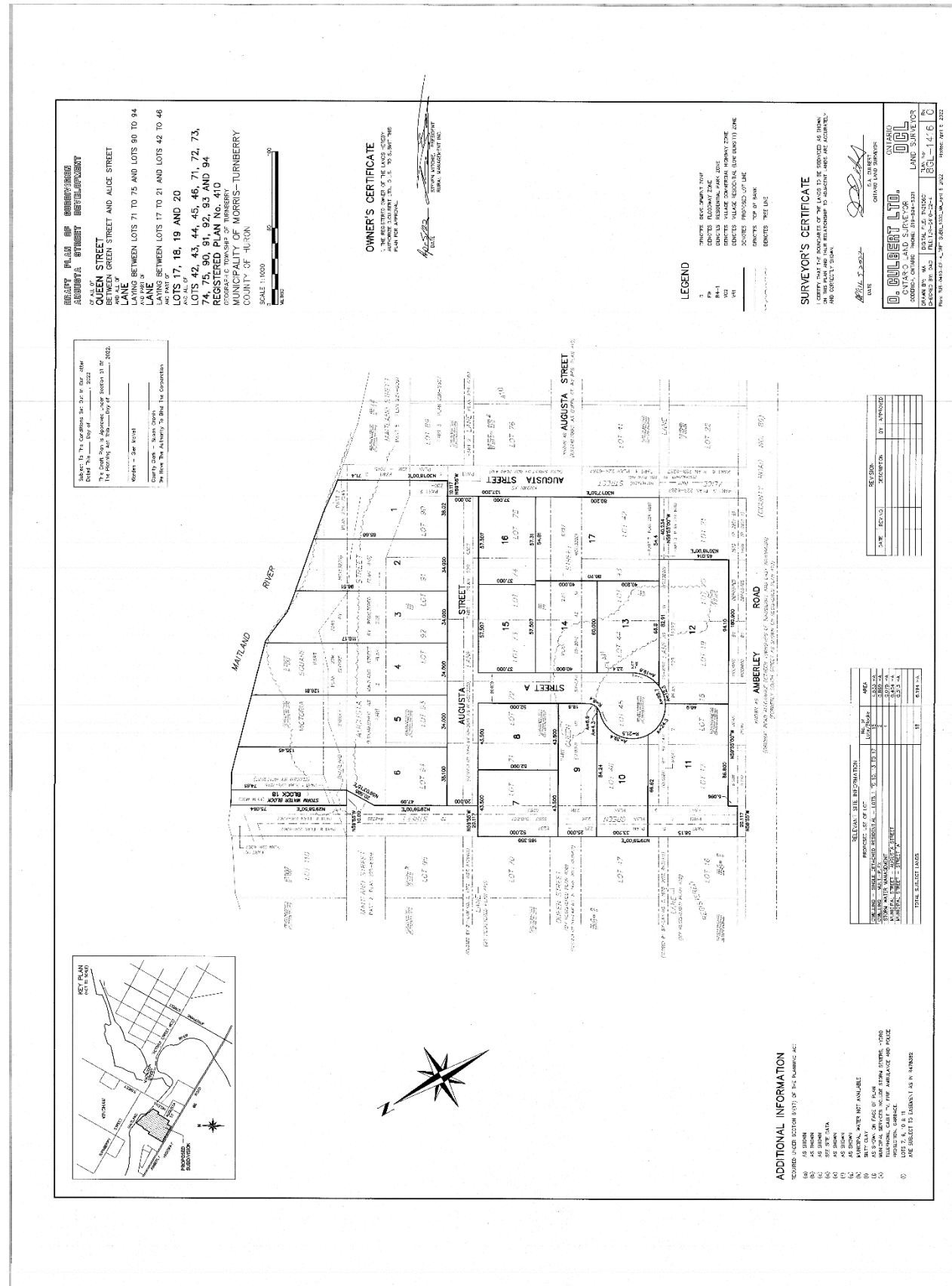
SCHEDULE “A” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

Concession B, Part Lot 6 and 7, Plan 410, Lots 17-20, 71-75, 90-94 in addition to Maitland St., Green St., and Alice St., Geographic Township of Turnberry, Municipality of Morris-Turnberry.

PLAN OF SUBDIVISION



SCHEDULE “C” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

MUNICIPAL SERVICING GUIDELINES

Municipal Services shall be designed and constructed in accordance with Morris - Turnberry’s Servicing Guidelines marked “Draft” and dated October , 2022.

SCHEDULE “D” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

CHECKLIST OF WORKS TO BE CONSTRUCTED

1.	Roads complete with asphalt paving	X
2.	Storm Water Management Plan, and storm sewer system	X
5.	Grading and requirements of a site grading plan	X
6.	Underground electrical distribution system and an electrical service	X
7.	Street lighting	X
8.	Utility obligations – telephone, cable t.v., gas service	X
10.	Topsoil and seed on boulevard from property line to curb	X
13.	Lot house number signs.	X
14.	Street name signs.	X
15.	Traffic signs, as required.	X

Note: Works Required Denoted by: X

SCHEDULE “E” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS**

ITEM	AMOUNT
Grading	91,750.00
Storm Sewers and Culvert	45,950.00
Roads	144,150.00
Landscaping and Lighting	114,500.00
Subtotal Construction	396,350.00
Allowance for Engineering	27,650.00
Subtotal	424,000.00
HST 13% - rounded	55,000.00
Total Security	479,000.00

SCHEDULE “F” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – CLAUSE 6.3

None

OWNER'S FINAL GRADING CERTIFICATE

REGISTERED PLAN NO.

NOTE: Copies of this Owner's Final Grading Certificate are available at the Municipality's Building Department.

SCHEDULE “H” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE MUNICIPALITY

Roads,
Block 18 for Stormwater Management

0.3 m reserves will be provided:

- Along the west side of Lot 6, from Augusta to Block 18
- Along the westerly side of Lots 7, 9, 10 and 11
- Along the southerly side of Lots 11 and 12

LIST OF EASEMENTS TO BE GRANTED TO THE MUNICIPALITY

None

SCHEDULE “I” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

NO OCCUPANCY AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, the Parties hereto mutually covenant and agree as follows:

- 1. In consideration of the Corporation of the _____ of _____ issuing a building permit to the Owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the above referred to services have been installed to the satisfaction of the Municipality;
- 2. The Municipality hereby acknowledges that it has a cash deposit from the Developer in the sum of _____ and will use its best efforts to see to it that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
This _____ day of _____, 20 ____.

(
(
(_____
(DEVELOPER (NAME OF DEVELOPER)
(
(THE CORPORATION OF THE
(_____ OF _____
(
(
(Mayor
(
(
(Clerk
(We have authority to bind the Corporation.

**NOTICE OF DECISION
CONCERNING A DRAFT PLAN OF SUBDIVISION
IN THE MUNICIPALITY OF MORRIS-TURNBERRY**

OWNER: Rural Management Inc.
APPLICANT: Ron Davidson Land Use Planning Consultants Inc.
FILE NUMBER: 40T22004
LOCATION: Concession B, Part Lot 6 & 7, Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St., Municipality of Morris-Turnberry

TAKE NOTICE that the Council of the Corporation of the County of Huron granted approval to draft plan of subdivision 40T22004 on July 27, 2022, pursuant to Section 51 of the Planning Act, subject to the attached terms and conditions.

AND TAKE NOTICE that any appeal of this decision to the Local Planning Appeal Tribunal must be filed with the Clerk of the County of Huron, not later than **August 17, 2022**. A notice of appeal must set out the reasons for the appeal and must be accompanied by the fee prescribed under the Ontario Land Tribunal Act (\$1,100.00). Filing an appeal with the Ontario Land Tribunal (OLT) against the decision of the approval authority, the lapsing condition or any conditions imposed by the approval authority must be undertaken in accordance with OLT guidelines, forms and fees (payable to the Minister of Finance) available from the OLT website <https://olt.gov.on.ca/>.

Section 51 (39) and 51 (43) of the Planning Act identifies those who have the ability to appeal the decision, lapsing provision or any conditions of the Plan of Subdivision.

The applicant, local municipality, or any public body who made oral submissions at a public meeting or written submissions before the decision was made by the County of Huron may, at any time before the approval of the final plan of subdivision under Section 51, appeal any of the conditions imposed to the Municipal Board by filing with the Clerk of the County of Huron. A notice of appeal must set out the reasons for the appeal and be accompanied by the fee prescribed under the Ontario Land Tribunal Act (\$1,100.00).

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions.

Only persons or public bodies who meet certain requirements*, the local municipality or the Minister may appeal decisions in respect of a proposed plan of subdivision to the Ontario Land Tribunal.

*Notwithstanding the above, only a 'person' listed in subsection 51(48.3) of the Planning Act may appeal the decision of the County of Huron to the Ontario Land Tribunal (OLT) as it relates to the proposed plan of subdivision. Below is the prescribed list of 'persons' eligible to appeal a decision of the County of Huron related to the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act.

These are recent changes that have been made to the Planning Act by the Province. A link to the revised Planning Act can be found here - <https://www.ontario.ca/laws/statute/90p13>.

The prescribed list of 'persons' eligible to appeal a decision of the County on the proposed plan of subdivision as per subsection 51(48.3) of the Planning Act is as follows:

1. A corporation operating an electric utility in the local municipality or planning area to which the plan of subdivision would apply.
2. Ontario Power Generation Inc.

3. Hydro One Inc.
4. A company operating a natural gas utility in the local municipality or planning area to which the plan of subdivision would apply.
5. A company operating an oil or natural gas pipeline in the local municipality or planning area to which the plan of subdivision would apply.
6. A person required to prepare a risk and safety management plan in respect of an operation under Ontario Regulation 211/01 (Propane Storage and Handling) made under the Technical Standards and Safety Act, 2000, if any part of the distance established as the hazard distance applicable to the operation and referenced in the risk and safety management plan is within the area to which the plan of subdivision would apply.
7. A company operating a railway line any part of which is located within 300 metres of any part of the area to which the plan of subdivision would apply.
8. A company operating as a telecommunication infrastructure provider in the area to which the plan of subdivision would apply.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body made oral submissions at a public meeting or written submissions to the council before the decision of the approval authority, or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

ADDITIONAL INFORMATION relating to the draft plan of subdivision is available for inspection by electronic means or via mail request to: County of Huron Planning and Development Department, 57 Napier Street, Goderich, ON N7A 1W2.

DATED AT THE COUNTY OF HURON
THIS 28th DAY OF JULY, 2022.

Susan Cronin, County Clerk
County of Huron
1 Court House Square
Goderich, ON N7A 1M2

SCHEDULE “J” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

APPLICATION FOR REDUCTION OF SECURITY

To: (Name of Municipality’s Engineer),
Engineer, _____ of _____

Developer: (Name of Developer)

Agreement: (Date of Agreement)

Property: (Legal Description of Property)

Application No. (Specify number of application)

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Agreement between the Developer and the Municipality.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Municipality’s Engineer with full knowledge that the Municipality’s Engineer and the Municipality will rely upon the information contained herein in granting a reduction of the security held by the Municipality pursuant to Section 9.2 of the said Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 20 ____.

Signature of Developer’s Engineer

Name of Developer’s Engineer

SCHEDULE “K” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF:

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of the Corporation of the _____ of _____ under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE the Corporation of the _____ of _____ releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.5 in said Instrument No. _____, as amended, and certifies that all other provisions of that Agreement, as amended, are no longer binding with respect to the said lands. The lands released hereby are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the _____ of _____ (_____), County of _____ and being composed of Lot _____ Registered Plan _____, the _____ of _____ has, by Bylaw _____, registered in the said registry office as Instrument No. _____, provided that this Partial Release shall be executed by the Clerk and sealed with its seal.

DATED this _____ day of _____, 20____

Clerk

SCHEDULE "L" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

DRAFT PLAN APPROVAL FOR PLAN OF SUBDIVISION

File: 40T22004

Developer: Rural Management Inc.

Lower Tier: Municipality of Morris-Turnberry

Subject Lands: Concession B, Part Lot 6 & 7, Plan 410, Lots 17-20, 42-46, 71-75, 90-94 in addition to Maitland St, Green St and Alice St., Municipality of Morris-Turnberry

Date of Draft Approval: July 27, 2022

WHEREAS the application for subdivision 40T22004 has been circulated according to the Delegation Orders of the Minister of Municipal Affairs and the County of Huron's Procedures Manual;

AND WHEREAS the application affects an area designated for residential development in the Municipality of Morris-Turnberry Official Plan;

AND WHEREAS any issues raised during the circulation of the application are addressed by the following conditions to draft approval;

NOW, THEREFORE the Council of the Corporation of Huron hereby issues draft approval to file 40T22004 which pertains to All of Queen Street between Green and Alice Streets; and all of Lane laying between Lots 71-75 and Lots 90-94; and Part of Lane laying between Lots 17-21 and Lots 42-46; and Part of Lots 17-20; and all of Lots 42-46, 71-75 and 90-94, Registered Plan 410, Turnberry Ward, Municipality of Morris-Turnberry, County of Huron. and the following conditions shall apply.

The County of Huron's conditions, amendments and administration requirements to final approval for registration of this subdivision (File 40T22004) are as follows (the following conditions must be met prior to final approval):

CONDITIONS

Description

1. That this approval applies to the draft plan identified as 8GL-1416 and dated February 14, 2022. The subdivision consists of 17 residential lots/blocks, a stormwater management block and internal roadways.

General

2. That all municipal requirements, financial or otherwise be met to the satisfaction of the Municipality of Morris-Turnberry.

Phasing

3. That the subdivision may proceed in phases as determined in the detailed design phase acceptable to the Municipality of Morris-Turnberry.
4. That any road or storm water management and drainage infrastructure required for the independent development of any phase shall be completed to the satisfaction of the Municipality of Morris-Turnberry and the Maitland Valley Conservation Authority, prior to the registration of the respective phase.
5. That any additional requirements of phasing will be addressed in the Development Agreement between the development and the Municipality of Morris-Turnberry,

Roads

6. That road allowances included in the draft plan shall be shown and dedicated as public roads, acceptable to Morris-Turnberry.
7. That the roads be developed to a standard acceptable to the Municipality of Morris-Turnberry.
8. That the roads shown on the draft plan be named to the satisfaction of the

Municipality of Morris-Turnberry.

9. That any temporary turning circles, hammer heads, dead ends and/or open sides of road allowances created by this Plan of Subdivision be accompanied in the municipal road allowance to the satisfaction of the Municipality of Morris-Turnberry.

10. Any dead ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the Municipality of Morris-Turnberry until required for future road allowance or access to adjacent land.

Reserves, Easements and Blocks

11. Any easements as may be required for any utility purposes, including but not limited to, telecommunications, cable, gas and hydro shall be granted by the Subdivider to the appropriate authorities to their satisfaction.

12. At the time of registration of the plan all easements will be provided by the developer to the satisfaction of the Municipality.

13. Block 18 be conveyed to the Municipality of Morris-Turnberry for stormwater management purposes.

Parkland

14. Cash in lieu of parkland be conveyed to the Municipality of Morris-Turnberry as per Section 51.1. of the Planning Act.

Subdivision Agreement

15. Prior to registration of the plan the Developer shall enter into a Subdivision Agreement with the Municipality of Morris-Turnberry and such agreement be registered against the lands to which it applies.

16. That the Subdivision Agreement between the Developer and the Municipality of Morris-Turnberry address the following and any other requirements deemed necessary:

- (a) including but not Provide for the installation and connection to all public services, limited to: telecommunications, cable, gas and hydro;
- (b) Provision for phases as per the detailed design phase;
- (c) Provision for roads to a standard acceptable to the Municipality of Morris-Turnberry and for the naming of such roads;
- (d) Provision of storm water management facilities
- (e) Provision of grading and drainage plans and related installations;
- (f) Provisions to address requirements by other review agencies; and
- (g) Other such matters as determined by the Municipality of Morris-Turnberry.

17. That the Subdivision Agreement shall be registered against the lands to which it applies once the plan of subdivision has been registered.

18. That the Developer agrees in writing, to the satisfaction of the Municipality, that no work, including but not limited to tree cutting, grading or filling, will occur on the lands until such time as the Developer has obtained written permission from the Municipality or has entered into a Subdivision Agreement with the Municipality.

19. A copy of the subdivision agreement between the Developer and the Municipality of Morris-Turnberry shall be provided to the County of Huron Planning and Development Department prior to final approval of this subdivision.

Engineering Drawings

20. Prior to final approval, the Developer shall submit for approval subdivision design drawings for all public works and services within the entire subdivision, prepared and certified by a Professional Engineer, to the satisfaction of the Municipality of Morris-Turnberry.

Servicing

21. That the Developer agrees in writing to satisfy all requirements, financial and otherwise, of the Municipality of Morris-Turnberry concerning the provision of all public services, including but not limited to roads, streetlights, installation of services, and drainage.

22. That all utility installations shall be located underground.

23. That a street lighting plan be submitted and approved by the Municipality of Morris-

Turnberry.

24. The Developer provides to Enbridge Gas Inc. the necessary easements and/or agreements required by Enbridge for the provision of gas services for the project, in a form satisfactory to Enbridge.

25. The Developer agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Developer shall be responsible for the relocation of any such facilities or easements at their own cost.

Canada Post

26. The Subdivision Agreement shall contain the following clauses:

- (a) The Developer agrees to consult with Canada Post and the Municipality of Morris-Turnberry to determine suitable permanent locations for Community Mail boxes. The developer will then indicate these locations on the appropriate servicing plans and will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads to the satisfaction of Canada Post and the Municipality of Morris-Turnberry.
- (b) The Developer agrees, prior to offering any units for sale, to display a map on the walls of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- (c) The Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs and final grading are completed at the permanent Community Mail Box locations. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- (d) The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i) Any required walkway across the boulevard, per Municipality standards.
 - ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.
 - iii) A Community Mail Box concrete base pad per Canada Post specifications.

Storm Water Management

27. Prior to grading or construction, the Developer submit a storm water management plan prepared by a qualified professional engineer and acceptable to the Maitland Valley Conservation Authority and the Municipality of Morris-Turnberry, including:

- (a) The completion of infrastructure necessary for adequate storm water management of the development;
- (b) Details regarding the maintenance of any stormwater management facilities, including means of access to such facilities; or
- (c) The assessment of a professional engineer demonstrating new infrastructure is not required to mitigate storm water impacts of the development.

28. Prior to final approval, the Developer shall submit the following reports, prepared by a qualified professional engineer, to the satisfaction of the Municipality of Morris-Turnberry and the Maitland Valley Conservation Authority:

- (a) A final overall lot grading and drainage plan; and
- (b) A final erosion and sedimentation control plan.

29. Block 18 shall be dedicated to the Municipality of Morris-Turnberry for the purposes of stormwater management following the complete construction of all facilities outlined in the stormwater management plan.

Financial Requirements

30. Arrangements shall be made, satisfactory to both the Municipality of Morris-Turnberry and the County of Huron, for reimbursement of any legal and/or engineering fees and disbursements incurred by them in connection with the review or approval of this plan of subdivision.

Zoning

31. The subject lands be zoned to the satisfaction of the Municipality of Morris-Turnberry Clearances

ADMINISTRATION

The proponent has three (3) years from the date of draft approval of this plan of subdivision to obtain final approval from the County. If final approval is not obtained before three (3) years from the date of draft approval, and in the absence of an extension applied for by the Developer and approved by the County, then the draft approval shall be deemed to be void.

That the County be advised in writing by the appropriate agencies how the foregoing conditions have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron, Planning and Development Department, quoting the County file number.

2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a minimum of two weeks to review an application for final approval of a Plan of Subdivision.

3. A copy of the final M-Plan is required by the County of Huron and the Municipality of Morris-Turnberry.

4. It is the responsibility of the Developer to provide the approval body with the required information and fees to extend this draft approval. Should this information and fees not be received prior to the lapsing date, the Draft Plan Approval will lapse. There is no authority to revise the approval after the lapsing date. A new subdivision application under Section 51 of the Planning Act will be required.

5. An updated review of the plan and revisions to the Conditions of Approval maybe necessary if an extension is to be granted.

6. A copy of the development agreement is required by the County of Huron.

7. Clearances are required from the following:

Condition #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17, #18, #20, #21, #23, #26, #27, #28, #29, #30, #31

Municipality of Morris-Turnberry 41343 Morris Road
PO Box 310
Brussels, ON N0G 1H0

Condition #19, #30
County of Huron Planning & Development Department
57 Napier Street,
Goderich, Ontario, N7A 1W2

Condition #4, #27, #28
Maitland Valley Conservation Authority
1093 Marietta Street, Box 127
Wroxeter, ON N0G 2X0

Condition #26
Canada Post Delivery Services Officer | Delivery Planning
955 Highbury Ave
London, ON N5Y 1A3

Condition #11, #22, #24
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1

Condition #11, #22, #25
Bell Canada
planninganddevelopment@bell.ca

SCHEDULE "M" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

SPECIAL PROVISIONS

The following special provisions apply to this Agreement:

1. Parkland

Prior to the registration of the plan, the Developer agrees to pay cash in lieu of parkland in the amount of \$300 per lot for a total of \$5,100.

2. Phasing

There will be no phasing of registration or servicing of the development.

3. Canada Post

The Developer agrees to consult with Canada Post and the Municipality of Morris-Turnberry to determine suitable permanent locations for Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans and will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads to the satisfaction of Canada Post and the Municipality of Morris-Turnberry.

The Developer agrees, prior to offering any units for sale, to display a map on the walls of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

The Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs and final grading are completed at the permanent Community Mail Box locations. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

1. Any required walkway across the boulevard, per Municipality standards.
2. Any required curb depressions for wheelchair access, with an opening of at least two metres.
3. A Community Mail Box concrete base pad per Canada Post specifications.

4. Snow Plowing

Section 5.2 of this agreement requires the developer to be responsible for new municipal roads including the plowing of snow. Augusta Street is currently owned and maintained by the Municipality and snow removal will continue to be provided.

5. SERVICING PRIOR TO REGISTRATION:

Notwithstanding clause 2.3 (a) of this Agreement which requires registration of the Plan prior to the commencement of construction, the Developer may

commence installation of the Works as outlined in Schedule D to this agreement prior to the registration of the Plan.

The Developer acknowledges that, prior to registration of the Plan:

- a) No model home permits, and no building permits of any nature will be issued.

The Municipality agrees to consent to this pre-servicing provided:

- a) This Agreement has been registered on the Lands.
- b) A draft of the Plan to be registered has been approved by the Municipality
- c) Any external easements or property acquisitions have been completed to the satisfaction of the Municipality.
- d) The Developer has posted securities for the Work. Security shall be posted for 100% of the value of all alterations to or installations of municipal works or works that may be allowed in the municipal right of way, plus 20% of the value of all Works that are part of the pre-servicing as outlined in Schedule E. Security reductions will be considered to the amount of 10% of the cost of these interim Works as outlined in Sections 5.1 and 9.3 of this Agreement.
- e) The Developer has provided proof of liability insurance as required by this Agreement.
- f) The Developer has received any required approvals from Municipal, Ministry of the Environment Conservation and Parks, and Maitland Valley Conservation Authority for the design drawings and;
- g) That signage during the pre-servicing stage on any new municipal roads shall include at any access to the site, "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME".

If the Works, as set out in the engineering design drawings, are not being carried out in an acceptable manner and the development of the Plan is not proceeding expeditiously to the satisfaction of the Municipality, the Municipality, will have the right to require the Owner to cease any or all construction activities, by written notice to the Owner.

Prior to the municipality providing a full release letter for the draft plan conditions that would allow the final approval and registration of the Plan, the balance of the full amount of the security under Section 9.2 of this agreement shall be posted. This security may be adjusted in value based on the amount of remaining works as determined by the Municipal engineer.

The Developer acknowledges and agrees that such servicing work is done at its sole risk and the Developer agrees to indemnify and save harmless the Municipality with respect to any claim, demand, action, cost, suit, or loss by anyone whomsoever which may occur as a result of servicing prior to the registration of a Plan of Subdivision. The Owner acknowledges and agrees that, should the Plan for this development for any reason be refused final approval and the Plan is not registered, any pre-servicing authorized under this Agreement shall cease and the Owner agrees to accept full responsibility and obligation, financial and otherwise, for all servicing provided and Works that have been constructed or installed. Should the Plan be refused final approval, the Owner agrees to remove any or all Works or portions of Works if so requested by the Municipality and to rectify any situation including all making restoration as a result of construction to the satisfaction of the Municipality, if requested by the Municipality to do so.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 51-2022

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on November 1, 2022.

WHEREAS Section 9 of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 5 (3) of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the November 1, 2022, meeting be confirmed and adopted by By-law;

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held the 1st day of November 2022, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time this 1st day of November 2022

Read a THIRD time and FINALLY PASSED this 1st day of November 2022

Mayor, Jamie Heffer

Clerk, Trevor Hallam